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VUNTUT GWITCHIN  
FIRST NATION  
FINAL AGREEMENT  
IMPLEMENTATION PLAN



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Affairs Canada

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et du Nord Canada

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# VUNTUT GWITCHIN FIRST NATION

## FINAL AGREEMENT

## IMPLEMENTATION PLAN



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Minister of Indian Affairs and  
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Minister of Supply and Services Canada



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# VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT

## IMPLEMENTATION PLAN

AMONG:

Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada");

AND:

The Vuntut Gwitchin First Nation (hereinafter referred to as "VGFN");

AND:

The Government of the Yukon, as represented by the Government Leader (hereinafter referred to as "Yukon");

hereinafter referred to as the "Parties".

WHEREAS:

The Parties signed the document entitled the Vuntut Gwitchin First Nation Final Agreement on the 29th day of May, 1993 (such document being hereinafter referred to as the "VGFA");

Chapter 28 of the VGFA, among other things, provides for the completion and approval by the Parties of an implementation plan for the VGFA;

The representatives of the Parties have developed this Implementation Plan (hereinafter referred to as the "VGFA Plan"), which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the VGFA;



NOW THEREFORE, the Parties agree as follows:

#### Interpretation of the VGFA Plan

1. No provisions of the VGFA Plan shall be considered an amendment to or modification of or derogation from the provisions of the VGFA.
2. Where there is any inconsistency or conflict between the provisions of the VGFA Plan and the provisions of the VGFA, the provisions of the VGFA shall prevail to the extent of the conflict or inconsistency.
3. Unless the context otherwise requires, capitalized words and phrases in the VGFA Plan shall have the meanings assigned in the VGFA.
4. The VGFA Plan shall be interpreted so as to promote the implementation of the provisions of the VGFA and to avoid conflict or inconsistency with the provisions of the VGFA.

#### Legal Status of the VGFA Plan

5. The VGFA Plan shall be attached to but shall not form part of the VGFA.
6. The Umbrella Final Agreement Implementation Plan, as signed on the 29th day of May, 1993 by the Parties to the Umbrella Final Agreement, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the Umbrella Final Agreement, is attached hereto as Appendix A.
7. The Umbrella Final Agreement Implementation Plan and the VGFA Plan shall be read together.



8. The provisions of the VGFA Plan contained in paragraphs 11 and 12 constitute a contract between the Parties. Pursuant to 28.4.8 of the VGFA, the Parties expressly intend that the provisions of the remaining portions of the VGFA Plan and the provisions of the VGFA Plan contained in Annexes A, B, C, D and E do not constitute a contract between the Parties.
9. Subject to paragraph 8, the provisions of the VGFA Plan represent the agreement of the Parties regarding the manner in which the provisions of the VGFA will be implemented, and are not intended to create legal obligations.

#### Contents of the VGFA Plan

10. The VGFA Plan consists of the provisions contained herein, and the documents set out below.
  - 10.1 Annex A: "Activity Plans" describing specific activities, projects and measures for implementation of the VGFA;
  - 10.2 Annex B: Arrangements in respect of the:  
Regional Land Use Planning Commission;  
Renewable Resources Council;  
Settlement Land Committee;
  - 10.3 Annex C: An information strategy;
  - 10.4 Annex D: Part 1 - Economic Planning;  
Part 2 - Contracting and Employment Opportunities;
  - 10.5 Annex E: Co-ordination of the VGFA Plan and the VGFN Self-Government Agreement Implementation Plan.

## Implementation Funding

11. Subject to any amendment of the VGFA Plan by the Parties, Canada shall make financial payments to the VGFN as follows:
  - 11.1 \$383,738 per annum (1992 constant dollars);
  - 11.2 \$380,000 in Year 1, \$380,000 in Year 2 and \$190,000 in Year 3 (all figures in 1992 constant dollars);
  - 11.3 \$35,715 (1992 constant dollars) for its participation on the Settlement Land Committee;
  - 11.4 The payments referred to in paragraphs 11.1, 11.2 and 11.3 above shall be made in accordance with the provisions of the Financial Transfer Agreement between the VGFN and Canada, dated the 29th day of May, 1993; and
  - 11.5 The payment of the amounts described in paragraphs 11.1, 11.2 and 11.3 above, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to the VGFN for the period of time identified in the Financial Transfer Agreement.
12. Subject to any amendment of the VGFA Plan by the Parties, the Yukon shall pay \$75,000 (1992 constant dollars) per annum to the Renewable Resources Council established pursuant to 16.6.0 of the VGFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the UFA Implementation Plan (Appendix A).
13. Subject to any amendment of the VGFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in paragraph 12, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to the Renewable Resources Council for the first ten year period, pursuant to 16.6.7 of the VGFA.

14. The Yukon, following consultation with the VGFN, shall establish funding arrangements with the Renewable Resources Council. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.
15. The Renewable Resources Council shall be provided the degree of flexibility within its funding arrangements to allocate, re-allocate and manage funds within its approved budget in a manner similar to that generally accorded to comparable agencies of government.
16. The VGFN shall provide an amount of up to \$35,715 (1992 constant dollars) for its participation on the Settlement Land Committee established pursuant to 15.3.0 of the VGFA.
17. Notwithstanding the provisions of paragraph 11.3, Government may enter into agreements with the VGFN to provide funding for any projects, activities and responsibilities to be undertaken by the Settlement Land Committee, in addition to the projects, activities and responsibilities described in the VGFA. Notwithstanding the provisions of paragraph 12, Government may enter into agreements with the Renewable Resources Council to provide funding for any projects, activities and responsibilities to be undertaken by the Renewable Resources Council, in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to VGFA 2.12.2.8.

#### Implementation Plan Monitoring

18. Within 30 days after the Effective Date of the VGFA, each of the Parties shall appoint a representative to act on its behalf, who shall use best efforts to resolve any issue which may arise in relation to the implementation of the VGFA Plan.



### Implementation Plan Review

19. Unless the Parties otherwise agree, they shall complete a review of the VGFA Plan to determine the adequacy of the provisions of the VGFA Plan and of the implementation funding provided under the VGFA Plan,
  - 19.1 in the fifth fiscal year following the Effective Date of the VGFA;
  - 19.2 in the ninth fiscal year following the Effective Date of the VGFA; and
  - 19.3 thereafter, as the Parties may agree.
20. The Parties shall make best efforts to complete a review pursuant to paragraph 19 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

### Amendment

21. The Parties, by agreement, may amend the VGFA Plan at any time, and any amendment to the VGFA Plan shall be made in writing by the Parties.
22. The Parties shall consider whether to amend the VGFA Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to paragraph 19 of the VGFA Plan. Financial resources provided pursuant to the amendment of the VGFA Plan shall be provided in the manner described in the amended VGFA Plan.

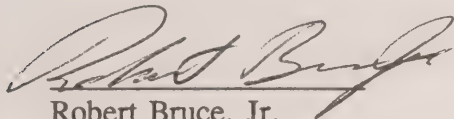
### Effective Date of the Plan

23. This Plan shall take effect as of the Effective Date of the VGFA.



IN WITNESS WHEREOF we, the duly authorized representatives of the Parties, have affixed our signatures hereunder as of this 29<sup>th</sup> day of May, 1993.

On behalf of the Vuntut Gwitchin First Nation

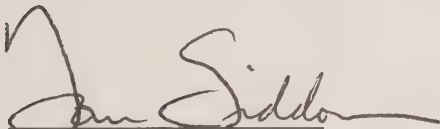


Robert Bruce, Jr.  
Chief  
Vuntut Gwitchin First Nation

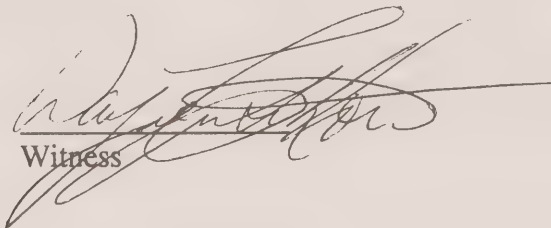


Witness

On behalf of Canada:

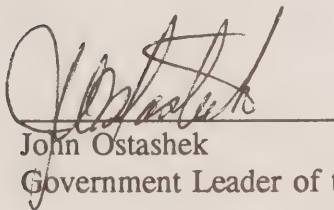


The Honourable Tom Siddon  
Minister of Indian Affairs  
and Northern Development

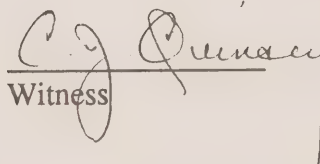


Witness

On behalf of the Yukon:



John Ostashek  
Government Leader of the Yukon



Witness



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**Acronyms**

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The following acronyms are used in the Annexes of this Plan:

<b>BNA</b>	<b>-</b>	<b>Basic Needs Allocation</b>
<b>CPS</b>	<b>-</b>	<b>Canadian Parks Service</b>
<b>CWS</b>	<b>-</b>	<b>Canadian Wildlife Service</b>
<b>CYI</b>	<b>-</b>	<b>Council for Yukon Indians</b>
<b>DIAND</b>	<b>-</b>	<b>Department of Indian Affairs and Northern Development</b>
<b>DND</b>	<b>-</b>	<b>Department of National Defence</b>
<b>EMR</b>	<b>-</b>	<b>Department of Energy, Mines &amp; Resources</b>
<b>LTO</b>	<b>-</b>	<b>Land Titles Office</b>
<b>NEB</b>	<b>-</b>	<b>National Energy Board</b>
<b>NTS</b>	<b>-</b>	<b>National Topographic Series</b>
<b>RLUPC</b>	<b>-</b>	<b>Regional Land Use Planning Commission</b>
<b>RRC</b>	<b>-</b>	<b>Renewable Resources Council</b>
<b>SGA</b>	<b>-</b>	<b>Self-Government Agreement</b>
<b>SLC</b>	<b>-</b>	<b>Settlement Land Committee</b>
<b>SMA</b>	<b>-</b>	<b>Special Management Area</b>
<b>SRB</b>	<b>-</b>	<b>Surface Rights Board</b>

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<b>SSC</b>	<b>-</b>	<b>Salmon Sub-Committee</b>
<b>TAC</b>	<b>-</b>	<b>Total Allowable Catch</b>
<b>UFA</b>	<b>-</b>	<b>Umbrella Final Agreement</b>
<b>VGFA</b>	<b>-</b>	<b>Vuntut Gwitchin Final Agreement</b>
<b>VGFN</b>	<b>-</b>	<b>Vuntut Gwitchin First Nation</b>
<b>YFN</b>	<b>-</b>	<b>Yukon First Nation</b>
<b>YFNFA</b>	<b>-</b>	<b>Yukon First Nation Final Agreement</b>
<b>YGPNB</b>	<b>-</b>	<b>Yukon Geographical Place Names Board</b>
<b>YHRB</b>	<b>-</b>	<b>Yukon Heritage Resources Board</b>



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**ANNEX A**

**SPECIFIC ACTIVITIES, PROJECTS AND MEASURES**

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This Annex refers to the implementation of selected generic and specific provisions of the Vuntut Gwitchin First Nation Final Agreement.

The activities described in this Annex reflect the agreement of the Parties as to the activities which the Parties expect to be performed in order to give effect to the referenced provisions.

The planning assumptions described in relation to a referenced provision reflect the circumstances considered or expected to arise in the implementation of that provision. Some planning assumptions also reflect steps or measures that the Parties assume will be taken, or limitations that may apply, in the performance of the described activities.

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the Vuntut Gwitchin First Nation Final Agreement to be addressed prior to the effective date of Settlement Legislation or in the negotiation or ratification of the Vuntut Gwitchin First Nation Final Agreement.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	UFA amendment
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Canada, Yukon, CYI
<b>OBLIGATIONS ADDRESSED:</b>	<p>Except where expressly provided in the Umbrella Final Agreement, the provisions of the Umbrella Final Agreement may only be amended with the consent of the parties to the Umbrella Final Agreement.</p> <p>Consent to any amendment pursuant to 2.3.1 may only be given on the part of:</p> <ul style="list-style-type: none"><li>- Canada, by the Governor in Council;</li><li>- The Yukon, by the Commissioner in Executive Council; and</li><li>- Yukon First Nations by the following process,<ul style="list-style-type: none"><li>(a) the council for Yukon Indians shall Consult on all proposed amendments with all Yukon First Nations and shall provide the result of those Consultations to all Yukon First Nations,</li><li>(b) an amendment shall only be considered approved by the Yukon First Nations if it is approved by two thirds of the Yukon First Nations which have Yukon First Nation Final Agreements in effect and which represent at least 50 percent of all Yukon Indian People, and</li><li>(c) the Council for Yukon Indians shall provide Government with a certified copy of a resolution stating that (a) and (b) have been complied with, and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with (a) and (b).</li></ul></li></ul> <p>A Yukon First Nation shall approve an amendment to the provisions of the Umbrella Final Agreement in the same way that it approves amendments to the specific provisions of its Yukon First Nation Final Agreement.</p>
<b>REFERENCED CLAUSES:</b>	2.3.1, 2.3.2, 2.3.3, 2.3.5, 2.3.6, 2.8.3; Cross reference 16.4.4.1, 24.12.3

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Identify need to amend the UFA and forward proposal for amendment to CYI.	As needed
VGFN	Receive notice of proposal to UFA parties to amend.	When available
VGFN	Review and communicate views to CYI on response to proposal.	As soon as practicable after receipt of proposal
VGFN, UFA Parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
VGFN	Consult with CYI during negotiation of terms of amendment.	As necessary
VGFN	Review proposed amendment and determine and provide opinion to CYI as to approval of amendment.	Within reasonable time after negotiations are complete, and according to procedure set out in VGFA
VGFN	Receive notice of and consider opinion of other YFNs.	Within reasonable time
VGFN	Take steps required to give effect to amendment, including any consequential amendment of the VGFA Plan.	As soon as practicable if all UFA Parties consent to amendment
Canada, Yukon, VGFN	Publish the amendment as required by UFA 2.3.6.	As soon as practicable after all Parties consent to amendment

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**Planning Assumptions**

1. This Activity Plan describes procedure with respect to the activities of the VGFN in respect of the UFA amendments. The fourth activity indicates that VGFN requirements should be addressed in any discussions regarding the approach to the amendment process and specific arrangements to be made to deal with a particular amendment proposal. This opportunity should enable the consequences for VGFN of an affirmative response to a proposal for amendment to be addressed.
2. It is expected that the VGFN will participate in the consultation and determination processes undertaken by CYI in respect of UFA amendments, as described in the UFA Implementation Plan, Annex A.
3. The activities and assumptions described above are expected also to apply in respect of amendments pursuant to UFA 16.4..4.1 and 24.12.3, with such modifications as those provisions require.
4. The Parties may wish to seek appropriate amendments to legislation to reflect amendments of the UFA.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Amendment of Vuntut Gwitchin First Nation Final Agreement
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	Tetlit Gwich'in (Gwich'in Tribal Council)
<b>OBLIGATIONS ADDRESSED:</b>	<p>Except where expressly provided in a Yukon First Nation Final Agreement, a specific provision applicable to that Yukon First Nation may only be amended by the parties to that Yukon First Nation Final Agreement.</p> <p>Consent to any amendment pursuant to 2.3.4 may only be given on the part of:</p> <p>Canada, by the Governor in Council, except where expressly provided in a Yukon First Nation Final Agreement;</p> <p><b>Specific Provision</b></p> <p>(a) The Minister of Indian Affairs and Northern Development may consent, on behalf of Canada, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 6.1.8 of this Agreement and to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement.</p> <p>(b) The Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to amend other specific provisions of this Agreement.</p> <p>the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Final Agreement; and</p>

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**Specific Provision**

(a) The Yukon Minister responsible for land claims agreements may consent, on behalf of the Yukon, to any amendment to a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2 or 6.1.8 of this Agreement and to any amendment to Appendix A - Settlement Land Descriptions, attached to this Agreement.

(b) The Commissioner in Executive Council may delegate to the Yukon Minister responsible for land claims agreements the authority to consent, on behalf of the Yukon, to amend other specific provisions of this Agreement.

a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.

**Specific Provision**

(a) Consent to any amendment pursuant to 2.3.4 may only be given on the part of the Vuntut Gwitchin First Nation by a resolution of the Chief and Council.

(b) The Chief and Council shall provide Government with a certified copy of a resolution approved pursuant to 2.3.5.3 (a), and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3 (a).

(c) The parties to this Agreement shall Consult the Gwich'in Tribal Council with respect to any amendment to this Agreement which may affect the Tetlit Gwich'in in the Secondary Use Area.

Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

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**REFERENCED CLAUSES:** 2.3.4, 2.3.5, 2.3.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Any Party	Identify need to amend the VGFA and forward proposal for amendment to the other parties.	As needed
Parties	Review and respond to the proposal and, if the parties determine that there is an impact on the Tetlit Gwich'in, Consult the Gwich'in Tribal Council.	As soon as practicable after receipt of the proposal
Parties	At the discretion of the parties, address specific requirements for the amendment process.	As soon as practicable, if amendment is to be pursued
Parties	Negotiate the terms of the amendment to be submitted for consent and identify the requirements to give effect to the amendment if approved, including changes to the implementation plan if required.	Within a reasonable time, as the Parties may agree
Parties	Initiate approval process.	As soon as practicable after the negotiations are complete
VGFN	Seek resolution of the Chief and Council.	

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VGFN	Notify government of result of approval process, and if approval is granted, provide government with a certified copy of a resolution approving the amendment.	Once Vuntut Gwitchin approval process is complete
Canada and Yukon	Undertake approval process.	Upon receipt of resolution of Chief and Council approving amendment
Governor in Council	If all parties approve amendment, amend VGFA by Order-in-Council.	Once all approvals secured
Parties	Take agreed upon steps necessary to give effect to the amendment, including amendment to the implementation plan if required.	As soon as practicable
Canada	Publish amendment in Canada Gazette.	As soon as practicable after the amendment is given effect
Yukon	Publish amendment in Yukon Gazette.	As soon as practicable after the amendment is given effect
VGFN	Publish amendment in VGFN law registry.	As soon as practicable after the amendment is given effect

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Vuntut Gwitchin First Nation legal entities

**RESPONSIBLE PARTY:** Vuntut Gwitchin First Nation

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Yukon First Nation Final Agreements may provide for that Yukon First Nation to alter from time to time which of its legal entities shall hold rights, liabilities or obligations pursuant to 2.11.4.

**Specific Provision**

Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Vuntut Gwitchin First Nation may cause any of its rights, obligations and liabilities set out in this Agreement to be held, on its behalf, by any legal entity wholly controlled by the Vuntut Gwitchin First Nation, provided any transfer does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.

The Vuntut Gwitchin First Nation, prior to the Effective Date of this Agreement, shall establish and thereafter maintain a public register identifying all rights, obligations and liabilities held on its behalf pursuant to 2.11.7.1.

Government shall not be liable to Vuntut Gwitchin for any damage or loss suffered by Vuntut Gwitchin as a result of the failure of the Vuntut Gwitchin First Nation or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

**REFERENCED CLAUSES:** 2.11.7

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Maintain public register identifying all rights, obligations and liabilities held on behalf of the Vuntut Gwitchin First Nation pursuant to 2.11.7.1.	Ongoing after the Effective Date
VGFN	Alter entity holding rights, obligations or liabilities.	At its discretion
VGFN	Amend register to reflect alteration.	As required



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<b>PROJECT:</b>	Resolution of overlapping claims
<b>RESPONSIBLE PARTY:</b>	Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	Yukon First Nations with Overlapping Area, Yukon and Canada
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Vuntut Gwitchin First Nation shall make best efforts to reach agreement with each Overlapping Yukon First Nation on a contiguous boundary which eliminates the overlapping Area.</p> <p>An agreement referred to in 2.1 is subject to approval by the other parties to this Agreement.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 2 Schedule B 2.1, 2.2; Cross reference 3.3, 3.4, 4.0, 5.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Contact Yukon First Nation with overlapping claim and enter discussions making best efforts to agree on a contiguous boundary to eliminate the overlap.	As soon as practicable
VGFN and Overlapping Yukon First Nation	Submit agreed upon boundary to Canada and Yukon for approval.	If agreement is reached
Canada and Yukon	Review agreement and notify affected YFNs of determination.	As soon as practicable
VGFN, Canada and Yukon	Amend VGFN Traditional Territory to conform with new boundary.	As soon as practicable if Government approval is secured

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VGFN, Canada or Yukon	Seek consent of adjacent Yukon First Nation to amend the boundary agreed upon.	As required in the future should an amendment be desired
Adjacent Yukon First Nation	Consider request and notify VGFN, Canada or Yukon of determination.	Upon receipt of request
VGFN, Canada and Yukon	Amend boundary of VGFN Traditional Territory.	If consent secured

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<b>PROJECT:</b>	Resolution of overlapping claims - Panel of Elders
<b>RESPONSIBLE PARTY:</b>	Vuntut Gwitchin First Nation, Panel of Elders
<b>PARTICIPANT/LIAISON:</b>	Yukon First Nations with overlapping claims, Canada and Yukon
<b>OBLIGATIONS ADDRESSED:</b>	<p>At any time at least six months prior to the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1, the Vuntut Gwitchin First Nation may agree with an Overlapping Yukon First Nation to establish a panel of elders to consider and make recommendations to those Yukon First Nations on a contiguous boundary which eliminates the Overlapping Area.</p> <p>A panel of elders referred to in 2.3 shall make its recommendations in writing no later than the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1. The costs of the panel shall be paid by the Yukon First Nations appointing the panel.</p> <p>A recommendation of a panel which is accepted by the Vuntut Gwitchin First Nation and the Overlapping Yukon First Nation is subject to approval by the other parties to this Agreement.</p> <p>Where Canada or the Yukon does not approve the recommendation of a panel under 2.5, it shall give its reasons in writing.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 2 Schedule B 2.3, 2.4, 2.5; Cross reference 3.3, 4.0, 5.1

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Seek agreement of Overlapping YFN to establish a panel of elders to make recommendations on boundary.	At least six months before dispute resolution process is available
VGFN or Overlapping YFN or both	Appoint panel.	If agreement is reached to appoint a panel
Panel of Elders	Consider issue and make written recommendation to YFNs on boundary.	No later than the date that a dispute can be referred to dispute resolution
VGFN and Overlapping YFN	Review recommendation of panel and refer to Canada and Yukon if recommendation is approved or refer to dispute resolution.	Upon receipt of recommendation
Canada and Yukon	Consider recommendation approved by YFNs.	As soon as practicable
Canada and Yukon	Approve recommendation or reject, with written reasons.	As soon as practicable
Parties	Amend VGFN Traditional Territory.	As soon as practicable if all parties approve



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Resolution of overlapping claims - Dispute Resolution
<b>RESPONSIBLE PARTY:</b>	Vuntut Gwitchin First Nation, Canada, Yukon, Overlapping YFN
<b>PARTICIPANT/LIAISON:</b>	Person appointed to resolve dispute
<b>OBLIGATIONS ADDRESSED:</b>	<p>In the absence of an approved agreement referred to in 2.2 or 2.5, any party to this Agreement or to an Overlapping Yukon First Nation Final Agreement may, at any time after one year from the Effective Date of this Agreement or the Overlapping Yukon First Nation's Final Agreement, whichever occurs later, refer the matter of the establishment of a contiguous boundary to the dispute resolution process under 26.3.0 provided:</p> <p>that Overlapping Yukon First Nation Final Agreement contains specific provisions substantially the same as this schedule, or</p> <p>the Vuntut Gwich'in First Nation and the Overlapping Yukon First Nation agree to refer the matter to the dispute resolution process under 26.3.0.</p> <p>A person appointed under 26.7.0 to resolve a dispute under 3.1 shall have the power:</p> <p>to determine a contiguous boundary, in the Overlapping Area, between the Traditional Territories of the Overlapping Yukon First Nation and the Vuntut Gwich'in First Nation, in addition to the other powers provided in Chapter 26 - Dispute Resolution; and</p> <p>where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.</p>

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**REFERENCED CLAUSES:** Chapter 2 Schedule B 3.1, 3.2;  
Cross reference 3.3, 3.4, 4.0, 5.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Party or Overlapping YFN	Refer dispute to dispute resolution process under 26.3.0 if conditions are met.	After one year from the Effective Date of the later of the YFNFAs
Arbitrator	If no agreement at mediation, determine boundary.	As required
Arbitrator	Award costs to one or more of the parties, if conditions are met.	At discretion
Parties	Amend VGFN Traditional Territory.	As soon as practicable after dispute is resolved

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Final Agreements with Overlapping Yukon First Nations
<b>RESPONSIBLE PARTY:</b>	Government, Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	Overlapping YFNs
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall make best efforts to ensure that provisions substantially the same as this schedule are included in the Yukon First Nation Final Agreement of an Overlapping Yukon First Nation.</p> <p>Government shall not agree in an Overlapping Yukon First Nation Final Agreement to provisions which resolve conflicts or inconsistencies between that Yukon First Nation Final Agreement and this Agreement in any manner other than as set out in this schedule, without the consent of the Vuntut Gwitchin First Nation.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 2 Schedule B 5.2, 5.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Make best efforts to include provisions substantially the same in the YFNFA of Overlapping YFNs.	During YFNFA negotiations
Government	Propose to include provisions in an Overlapping YFNFA which resolve conflicts or inconsistencies in a manner other than that set out in this schedule and seek consent of the Vuntut Gwitchin First Nation.	As required during YFNFA negotiations
VGFN	Review proposal and notify Government of decision.	Upon receipt of proposal

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Government	Incorporate alternate approach.	If consent secured
	OR	
Government	Abandon proposal.	If consent is not secured



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Consultation on specified matters in Overlapping Area
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	Government shall Consult with the Vuntut Gwitchin First Nation respecting any matter in an Overlapping Area which may affect the rights of Vuntut Gwitchin or the Vuntut Gwitchin First Nation set out in this Agreement and which apply in an Overlapping Area pursuant to 4.1.
<b>REFERENCED CLAUSES:</b>	Chapter 2 Schedule B 6.1; Cross reference 4.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN of matter affecting rights of a Vuntut Gwitchin or the VGFN and provide relevant information.	As required
VGFN	Review information and present views to Government.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented.	Prior to taking action
Government	Take appropriate action taking into account views presented by VGFN.	As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	VGFN enrollment responsibilities -- After the dissolution of an Enrollment Committee
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Yukon Enrollment Commission, Dispute Resolution Panel, Government
<b>OBLIGATIONS ADDRESSED:</b>	<p>Upon dissolution of an Enrollment Committee the Yukon First Nation shall have the powers and responsibilities to:</p> <ul style="list-style-type: none"> <li>.maintain, update and amend the official enrollment list for that Yukon First Nation after the initial official Enrollment List has been published by the Enrollment Commission.</li> <li>.deliver to the Government of the Yukon the official enrollment list on each anniversary of the dissolution of the Enrollment Committee;</li> <li>.decide promptly upon all applications received, and advise all Persons in writing of the Enrollment Commission or the Dispute Resolution Panel's disposition of their application;</li> <li>.supply application forms to any Person wishing to apply for enrollment;</li> <li>.establish its own procedures;</li> <li>.publish its own procedures; and</li> <li>.publicize and provide information in respect of the enrollment process to members of the Yukon First Nation.</li> </ul>
<b>REFERENCED CLAUSES:</b>	<p>3.9.3; Cross reference 3.12.1</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Receive documentation from Enrollment Committee.	Upon dissolution of the Enrollment Committee, or two years after the Effective Date

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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VGFN	Establish and publish procedures.	On assumption of enrollment duties
VGFN	Continue enrollment in accordance with this clause.	As required
VGFN	Deliver to Yukon updated list.	Annually on anniversary of Enrollment Committee's dissolution

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Continuation of enrollment
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Enrollment Commission, Dispute Resolution Board, Government
<b>OBLIGATIONS ADDRESSED:</b>	<p>After the dissolution of an Enrollment Committee, a Person seeking enrollment as a Yukon Indian Person, and a Person making application pursuant to 3.3.2 or 3.3.3 shall apply to the appropriate Yukon First Nation which shall determine, according to this chapter, whether such Person or the Person on whose behalf the application is being made, is entitled to be enrolled under its Yukon First Nation Final Agreement.</p> <p>If the Yukon First Nation rejects the application or fails or refuses to make a decision within 120 days, then an appeal shall lie to either:</p> <ul style="list-style-type: none"><li>- the Enrollment Commission, if it has not been dissolved pursuant to 3.10.4; or</li><li>- a single arbitrator appointed by the chairperson of the Dispute Resolution Board.</li></ul> <p>Upon a decision to enroll a Person under 3.10.1, the Yukon First Nation shall provide written notice to Government. Such enrollment shall not come into effect until 30 days following Government's receipt of such notice or, in the event of a dispute, until a determination has been made pursuant to 3.11.0.</p>
<b>REFERENCED CLAUSES:</b>	3.10.1, 3.10.2, 3.10.3; Cross reference 3.11.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Receive application for enrollment.	After dissolution of Enrollment Committee



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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VGFN	Assess application and notify individual of determination.	Within 120 days of receipt of application
	<u>If application is accepted by VGFN within 120 days:</u>	
VGFN	- notify Canada and Yukon in writing of acceptance.	As soon as practicable
Canada and Yukon	- acknowledge receipt.	Upon receipt
	- if no dispute, enrollment is given effect.	30 days following date of receipt by Yukon
	<u>If application is rejected or no decision made by VGFN within 120 days, and individual appeals:</u>	
VGFN	- prepare for and respond to an appeal before the Yukon Enrollment Commission or a single arbitrator.	As required
VGFN	Notify Governments of new beneficiary.	If Enrollment Commission or Arbitrator confirms eligibility

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Cancel reservation or notation to Lands Set Aside
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>The reservation or notation with respect to all Land Set Aside selected pursuant to 4.2.2 shall be cancelled by the Department of Indian Affairs and Northern Development.</p> <p>Subject to 4.2.2, reservations or notations with respect to Land Set Aside which is not selected by a Yukon First Nation shall be cancelled by the Department of Indian Affairs and Northern Development whether or not the Land Set Aside was identified under 4.2.1</p>
<b>REFERENCED CLAUSES:</b>	4.2.3, 4.2.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DIAND)	Cancel all reservations or notations for VGFN on identified parcels.	As soon as practicable after final land selection
Canada (DIAND)	Notify VGFN that reservations or notations on Land Set Aside have been cancelled.	As soon as practicable after cancellation

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Registration of title to Fee Simple Settlement Land
<b>RESPONSIBLE PARTY:</b>	Land Titles Office or any successor
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.</p> <p>No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.</p>
<b>REFERENCED CLAUSES:</b>	<p>5.2.3, 5.2.4; Cross reference Chapter 15 (Surveys)</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Apply to Land Titles Office (LTO) to register title and provide the LTO with any relevant documentation required for registration.	As soon as practicable after land becomes Settlement Land
LTO	Register title according to procedures, as may be amended from time to time	As soon as practicable
LTO	Provide the VGFN with confirmation of registration.	As soon as practicable after registration

## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Planning Assumptions**

1. In majority of cases, the Land Titles Office already holds adequate surveys for Settlement Land parcels that exist in fee simple. It will be the responsibility of VGFN to provide the LTO with any other information it requires to complete that title transfer.
2. In some cases fee simple title may have been originally registered in the LTO using only Metes and Bounds descriptions. This is no longer accepted as an adequate description with which to register a parcel of land in fee simple title. These parcels will be surveyed in accordance with Chapter 15.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Registration of fee simple title in Mines and Minerals in and under Category A Settlement Lands
<b>RESPONSIBLE PARTY:</b>	Land Titles Office (LTO) or any successor
<b>PARTICIPANT/LIAISON:</b>	VGFN, Mining Recorder
<b>OBLIGATIONS ADDRESSED:</b>	<p>Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.</p> <p>No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.</p>
<b>REFERENCED CLAUSES:</b>	<p>5.2.3, 5.2.4;</p> <p>Cross reference Chapter 15 (Surveys)</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Apply to LTO to register title and provide the LTO with any relevant documentation required for registration.	As soon as practicable after receipt of confirmed survey plans of Category A Settlement Parcels
LTO	Register title according to procedures, as may be amended from time to time.	As soon as practicable
LTO	Provide the VGFN with confirmation of registration.	As soon as practicable after registration



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**Planning Assumption**

1. Survey of Category A Settlement Land, as necessary to register the Mineral interest, will be required in order to register the fee simple title to the Mines and Minerals in and under Category A Settlement Land.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Define boundaries of Settlement Land; deposit plans of survey in Land Titles Office and in VGFN lands system(s)
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN, Land Titles Office or any successor
<b>OBLIGATIONS ADDRESSED:</b>	<p>The boundaries of the Settlement Land of a Yukon First Nation shall be defined pursuant to Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.</p> <p>Plans of survey confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land shall be deposited in the Land Titles Office and any system established under 5.5.1.4 applicable to the Settlement Land dealt with in the survey.</p>
<b>REFERENCED CLAUSES:</b>	5.3.2, 5.3.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (EMR)	Define boundaries of Settlement Land. (See Activity Plans, Chapter 15)	After the Effective Date
Canada (EMR)	Deposit plan of survey in the Land Titles Office.	Upon confirmation of survey plan
Canada (EMR)	Deposit plan of survey in VGFN system established under 5.5.1.4.	Upon confirmation of survey plan

**Planning Assumption**

1. The LTO will develop a system for receiving plans of survey deposited pursuant to this clause.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Payment of royalties and non-refunded rents -- Category A Settlement Lands
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where Category A Settlement Land is subject to an Existing Mineral Right or to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time:</p> <p>any Royalty received by Government for production after the date the land became Settlement Land in respect of that Existing Mineral Right; and</p> <p>any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that Existing Mineral Right and of any surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder.</p>
<b>REFERENCED CLAUSES:</b>	5.6.3, 5.6.3.1, 5.6.3.2; Cross reference 5.6.5

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DIAND)	Establish system to account for: <ul style="list-style-type: none"> <li>- royalties in respect of Existing Mineral Rights received by Government from holder of a Mineral Right on Category A Settlement Land; and</li> <li>- non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category A Settlement Land</li> </ul>	By the effective date of Settlement Legislation
Canada	Account for and pay to VGFN: <ul style="list-style-type: none"> <li>- royalties for production received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right; and</li> <li>- non-refunded rents received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right and any surface lease.</li> </ul>	As soon as practicable after the first associated royalty payment is received by Government and thereafter, annually on a date to be agreed upon by Government and the VGFN

**Planning Assumption**

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Payment of non-refunded rents -- Category B and Fee Simple Settlement Lands
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Where Category B Settlement Land or Fee Simple Settlement Land is subject to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time, any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that existing surface lease held by the Mineral Right holder.
<b>REFERENCED CLAUSES:</b>	5.6.4; Cross reference 5.6.5

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DIAND)	Establish system to account for non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category B or Fee Simple Settlement Land.	By the effective date of Settlement Legislation
Canada (DIAND)	Account for and pay to VGFN non-refunded rents received by Government from the holder of a Mineral Right in respect of surface lease.	As soon as practicable after the Effective Date and thereafter annually on a date to be agreed upon by Government and the VGFN



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**Planning Assumption**

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Consultation with VGFN -- Encumbering Rights
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Government shall Consult with the affected Yukon First Nation before exercising any discretion to renew or replace an Encumbering Right, to issue a new Encumbering Right, or to set any Royalty, rent or fee described in 5.6.3, 5.6.4 and 5.6.6.
<b>REFERENCED CLAUSES:</b>	5.6.9; Cross reference Definition of "Encumbering Right" in 5.6.1 and 5.4.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify and provide relevant details to VGFN of intention to: <ul style="list-style-type: none"> <li>- renew or replace an Encumbering Right;</li> <li>- issue a new Encumbering Right; and</li> <li>- set Royalty, rent or fee described.</li> </ul>	As required
VGFN	Prepare and present views.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented.	Prior to making determination
Government	Notify VGFN of outcome.	As practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**Planning Assumption**

1. The nature and extent of Consultation will vary according to the issue under consideration.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Amendment of terms of Encumbering Rights
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	If Legislation is amended to authorize Government to increase the term permitted for an Encumbering Right, Government shall not increase the term of that Encumbering Right pursuant to that amendment without the prior consent of the affected Yukon First Nation.
<b>REFERENCED CLAUSES:</b>	5.6.10; Cross reference 5.4.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN of proposal to increase term of an Encumbering Right pursuant to amended legislation, provide relevant details and request consent.	After effective date of Legislative amendment
VGFN	Review the request, grant or deny consent, and notify Government of determination.	As soon as practicable upon receipt of notice
Government	Increase term.	If consent is granted
	OR	
Government	Allow encumbering right to expire as originally scheduled.	If consent is not granted

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Cancellation and replacement of Encumbering Rights

**RESPONSIBLE PARTY:** VGFN

**PARTICIPANT/LIAISON:** Minister

**OBLIGATIONS ADDRESSED:** Subject to the consent of the Minister, a Yukon First Nation and the holder of an Encumbering Right may agree that the right be cancelled and replaced by an interest provided by the Yukon First Nation.

The Minister may only refuse to consent under 5.6.11 if:

the holder of the Encumbering Right is in default of any obligation to Government or has outstanding unsatisfied liabilities to Government pursuant to the interest;

the Encumbering Right was granted under the Yukon Quartz Mining Act, R.S.C. 1985,c.Y-4 and there is no "Certificate of Improvements" issued thereunder or equivalent certificate issued under any successor Legislation;

the Encumbering Right is a claim granted under the Yukon Placer Mining Act, R.S.C. 1985,c.Y-3 and there is no plan of survey of the claim approved in accordance with that Act or equivalent approval under successor Legislation; or

there is a Person claiming an interest in the Encumbering Right.

**REFERENCED CLAUSES:** 5.6.11, 5.6.12

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Responsibility	Activities	Timing
VGFN	Advise Minister that a Government-issued Encumbering Right should be cancelled and replaced by	After the Effective Date



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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an interest provided by  
VGFN.

Minister	Verify that cancellation and replacement is consistent with requirements of 5.6.12.	Upon receipt of proposal
Minister	If consistent, cancel Encumbering Right.	As soon as practicable
VGFN	Replace Encumbering Right with interest provided by VGFN	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Discovery of information subject to disclosure
<b>RESPONSIBLE PARTY:</b>	Government and/or VGFN
<b>PARTICIPANT/LIAISON:</b>	Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>If Government or a Yukon First Nation becomes aware of any information described in 5.7.1 which has not been disclosed prior to that Yukon First Nation ratifying its Yukon First Nation Final Agreement and which is not publicly available in the Land Titles Office, that party shall provide the other with the information, whereupon Government shall declare that:</p> <p>(a) the department or entity does not have the management, charge or direction of the land,</p> <p>(b) the reservation is cancelled, or</p> <p>(c) the Commissioner does not have administration and control of the land,</p> <p>as the case may be, and, as of the date of the declaration, the Settlement Land shall not be subject to such management, charge or direction, reservation or administration and control and no compensation shall be payable to the Yukon First Nation; or</p> <p>in the cases of 5.7.1.2 or 5.7.1.3(b), that, with the agreement of the affected Yukon First Nation, the land described in 5.7.1.2 or 5.7.1.3(b) remains Settlement Land subject to the reservation and, as of the date of the declaration, Government shall provide compensation as determined pursuant to 7.5.0 to the Yukon First Nation for any diminution in the value of the Settlement Land resulting from the continuation of the reservation after the date of the declaration, and the Settlement Land shall be subject to the reservation.</p>

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**REFERENCED CLAUSES:**        5.7.4;  
   Cross reference 7.5.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government or VGFN	Provide other party with information subject to disclosure under 5.7.1.	After ratification of VGFA, upon becoming aware of information
Government	Declare status under 5.7.4.1.	As soon as practicable
	OR	
Government	Declare status under 5.7.4.2.	As soon as practicable
Government and VGFN	Refer matter to Surface Rights Board for determination of compensation pursuant to 7.5.0.	As required if land is declared pursuant to 5.7.4.2

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Reacquisition of Settlement Land
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Land Titles Office or any successor
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where land which is or was subject to the operation of 5.10.0 is reacquired by a Yukon First Nation in fee simple, whether including or excluding the Mines and Minerals, that Yukon First Nation may declare the land to be Settlement Land and thereafter the land shall be Settlement Land of the following category:</p> <p>Category A Settlement Land when Mines and Minerals are included and the land had previously been Category A Settlement Land;</p> <p>Category B Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Category B Settlement Land; or</p> <p>Fee Simple Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Fee Simple or Category A Settlement Land,</p> <p>except that the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the land shall not be affected.</p>
<b>REFERENCED CLAUSES:</b>	5.12.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Reacquire Settlement Land in fee simple title.	At discretion of VGFN
VGFN	Register fee simple title at Land Titles Office.	Upon reacquisition

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Deregistration of Category A and Category B Settlement Land
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Land Titles Office or any successor
<b>OBLIGATIONS ADDRESSED:</b>	<p>A Yukon First Nation may deregister a Parcel of Category A Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law, other than:</p> <p>the reservations and exceptions set out in 5.4.2; and</p> <p>the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the <u>Territorial Lands Act</u>, R.S.C. 1985, c.T-7 other than the reservations set out in paragraphs 13(a) and (b) or 15(a) of that Act.</p> <p>A Yukon First Nation may deregister a Parcel of Category B Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law other than:</p> <p>the reservations and exceptions set out in 5.4.2; and</p> <p>the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the <u>Territorial Lands Act</u>, R.S.C. 1985, c.T-7.</p>
<b>REFERENCED CLAUSES:</b>	5.13.1, 5.13.2

Responsibility	Activities	Timing
VGFN	Apply to Land Titles Office (LTO) to deregister parcel of Category A or B Settlement Land.	At VGFN discretion after the Effective Date



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LTO	Verify that land is eligible for deregistration under this clause.	Upon application by VGFN
LTO	If eligible, deregister parcel and notify VGFN	As soon as practicable

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<b>PROJECT:</b>	Consent for access to Waterfront Right-of-Way
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	Any person has a right of access to use a Waterfront Right-of-Way for commercial recreation purposes with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of the access.
<b>REFERENCED CLAUSES:</b>	5.15.5; Cross reference 5.15.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Receive request for access.	As required
VGFN	Review request, grant or deny request and notify applicant of decision.	Within a reasonable time of the request
VGFN	Prepare for and respond to an application before the Surface Rights Board.	If a referral is made

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Consent for establishment of permanent camp on Waterfront Right-of-Way
<b>RESPONSIBLE PARTY:</b>	VGFN, Government
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Subject to 5.15.8, no Person shall establish any permanent camp or structure on a Waterfront Right-of-Way without the consent of Government and the affected Yukon First Nation.
<b>REFERENCED CLAUSES:</b>	5.15.7; Cross reference 5.15.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN and/or Government	Receive request to establish permanent camp or structure.	As required
VGFN and Government	Consider request, grant or deny consent and notify applicant of determination.	Within a reasonable time

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement
<b>RESPONSIBLE PARTY:</b>	VGFN, Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Government and a Yukon First Nation may agree in a Yukon First Nation Final Agreement or from time to time after the Effective Date of a Yukon First Nation Final Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement to address special circumstances in respect of a specific Parcel of Settlement Land.
<b>REFERENCED CLAUSES:</b>	6.1.2; Cross reference 6.1.8, 2.3.4, 2.3.5, 2.3.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN or Yukon or Canada	Request to amend, revoke or reinstate a right of access provided by a Settlement Agreement.	Any time after Effective Date
VGFN or Yukon or Canada (other 2 parties)	Review and respond to initiating party.	Within a reasonable period of time
VGFN, Yukon, Canada	Attempt to reach 3 party agreement through negotiation.	Within a reasonable period of time
VGFN, Yukon, Canada	Amend VGFA as set out in 2.3.5, if change to right of access requires amendment.	If agreement reached

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Determining liability of VGFN on Undeveloped Settlement Land
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	A Yukon First Nation owes the same duty of care to a Person exercising a right of access on Undeveloped Settlement Land pursuant to Settlement Agreements as the Crown owes to a Person on unoccupied Crown Land.
<b>REFERENCED CLAUSES:</b>	6.1.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Research legal liability of VGFN with respect to injuries to Persons exercising a right of access.	At discretion after Effective Date
VGFN	Make determination re: insurance and other requirements.	



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Reporting damage to Settlement Land as a result of an emergency
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Any Person may enter upon Settlement Land in an emergency but when damage is caused, the Person shall report to the affected Yukon First Nation the location thereof as soon as practicable thereafter and shall be liable for significant damage to Settlement Land or to any improvement on Settlement Land as a result of the entry.
<b>REFERENCED CLAUSES:</b>	6.1.5; Cross reference 6.1.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Develop procedures re: monitoring/reporting damage.	After Effective Date
VGFN	Respond to report of damage.	As soon as practicable after report is received
VGFN	Assess extent of damage. At discretion, request compensation for damage.	As soon as practicable after determining extent of damage
VGFN	Attempt to negotiate settlement.	If required
VGFN	At discretion, refer to Surface Rights Board or court.	If no agreement reached on compensation

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Conditions of access
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>A right of access provided by 5.15.3, 6.3.1 and 6.3.2 is subject to the conditions that there shall be no:</p> <p>significant damage to Settlement Land or to improvements on Settlement Land;</p> <p>mischief committed on Settlement Land;</p> <p>significant interference with the use and peaceful enjoyment of Settlement Land by the Yukon First Nation;</p> <p>fee or charge payable to the affected Yukon First Nation; or</p> <p>compensation for damage other than for significant damage.</p>
<b>REFERENCED CLAUSES:</b>	<p>6.1.6;</p> <p>Cross reference 6.6.0, 6.1.7, 6.3.7</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	At discretion, monitor right of access under 5.15.3, 6.3.1 and 6.3.2 to ensure conditions of 6.1.6 are observed.	After Effective Date
VGFN	At discretion, refer to Surface Rights Board or court.	If no compliance with 6.1.6 conditions

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<b>PROJECT:</b>	Designation of Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Canada, Yukon
<b>OBLIGATIONS ADDRESSED:</b>	Government and a Yukon First Nation may agree from time to time to designate Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land.
<b>REFERENCED CLAUSES:</b>	6.1.8; Cross reference 2.3.6, 6.1.2, 7.5.2.9, VGFA Appendix A 3.2.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN or Yukon or Canada	Request to change designation of Undeveloped Settlement Land to Developed Settlement Land or Developed Settlement Land to Undeveloped Settlement Land.	Any time after Effective Date
VGFN or Yukon or Canada	Review proposal and respond to initiating party.	Within a reasonable period of time
VGFN, Yukon, Canada	Attempt to reach three party agreement through negotiation.	
VGFN, Yukon, Canada	Amend VGFA as set out in 2.3.5.	If amendment required
VGFN	Register changed designation in VGFN land registry system.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Government

Record changed designation.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**Planning Assumption**

1. Maps of Settlement Land may have to be changed to indicate redesignation.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Agreement to designate any new or improved route of access on Settlement Land as a highway or public road
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Government
<b>OBLIGATIONS ADDRESSED:</b>	<p>Subject to Chapter 7 - Expropriation, unless the affected Yukon First Nation otherwise agrees, any route of access on Settlement Land which may be established or improved after the Effective Date of the affected Yukon First Nation's Final Agreement shall remain Settlement Land and shall not be designated by operation of law or otherwise, as a highway or public road, notwithstanding that the route is established or improved:</p> <p>for the benefit of any Person; or</p> <p>using funds or other resources provided directly or indirectly by Government for the establishment or improvement of such route.</p>
<b>REFERENCED CLAUSES:</b>	6.1.9

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Request to designate any new or improved route of access on Settlement Land as a highway or public road.	As determined necessary by Government
VGFN	Review request and notify Government of decision.	Within a reasonable period of time
Government	If consent denied, leave route as Settlement Land.	
	OR	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Parties

If consent is granted, amend  
VGFA pursuant to 2.3.5.

As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Right of access to cross Undeveloped Settlement Land
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Where no right of access is provided by a Settlement Agreement, a Person has a right of access to enter, cross and make necessary stops on Undeveloped Settlement Land to reach adjacent land for commercial and non-commercial purposes with the consent of the Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
<b>REFERENCED CLAUSES:</b>	6.3.3; Cross reference 6.3.1, 6.3.2, 6.3.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Review request for access, and grant or deny consent.	Within a reasonable period of time after request
VGFN	Respond to application to Surface Rights Board.	As required
VGFN	Implement Surface Rights Board decision.	
VGFN	Monitor access.	During and after exercise of access

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Consent to changes in terms or conditions relating to access of a licence, permit or other right of access
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Government
<b>OBLIGATIONS ADDRESSED:</b>	Any change in the terms or conditions relating to access of a licence, permit or other right of access described in 6.3.5, other than a renewal or replacement thereof shall require the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out the terms and conditions of access.
<b>REFERENCED CLAUSES:</b>	6.3.6; Cross reference 5.6.0, 6.3.5

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Review request for access and grant or deny consent.	Within reasonable time period
VGFN	Respond to application to Surface Rights Board.	As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Reference to Surface Rights Board

**RESPONSIBLE PARTY:** VGFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** A Yukon First Nation or any Person may refer a dispute concerning the interpretation, application or alleged violation of 6.3.1, 6.3.2 or of any condition established pursuant to 6.6.0 affecting 6.3.1 or 6.3.2 to the Surface Rights Board for resolution.

**REFERENCED CLAUSES:** 6.3.7;  
Cross reference 6.3.1, 6.3.2

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Responsibility	Activities	Timing
VGFN	Refer disputes arising from interpretation, application or alleged violation of access provided under 6.3.1 or 6.3.2 to Surface Rights Board for resolution.	As required
VGFN	Refer any disputes concerning access conditions established pursuant to negotiations by VGFN and Government under 6.6.0 to Surface Rights Board for resolution.	As required
VGFN	Respond to an application to Surface Rights Board.	As required

# VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Exercise of right of access by Government <b>for no more than 120 days</b>
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.</p> <p>The right of access provided in 6.4.1 and 6.4.2 may be exercised:</p> <p>for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and</p>
<b>REFERENCED CLAUSES:</b>	6.4.1, 6.4.5.1; Cross reference 6.4.3, 6.4.4, 6.6.0

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Responsibility	Activities	Timing
Government	Where reasonable, notify VGFN before exercising any right of access to enter, cross and stay on its Settlement Land for a period of no more than 120 consecutive days for a single program/project.	Within a reasonable period of time prior to access
VGFN	Review notice to ensure conformity with any terms	Within a reasonable period of time after notification



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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VGFN	and conditions that may be negotiated pursuant to 6.6.0. Provide response to Government if not in conformity.	
VGFN, Government	At discretion, initiate negotiations.	If no terms and conditions negotiated
VGFN	Monitor access.	

**Planning Assumption**

1. The Parties agree that Government and VGFN may establish terms and conditions for the exercise of a right of access pursuant to 6.6.0.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Exercise of right of access by Government or Person authorized by Law <b>for more than 120 consecutive days</b>
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.</p> <p>The right of access provided in 6.4.1 and 6.4.2 may be exercised:</p> <p>for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.</p>
<b>REFERENCED CLAUSES:</b>	6.4.1, 6.4.5.2; Cross reference 6.4.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.	Within a reasonable period of time prior to access
VGFN	Review notification and notify Government of decision.	Within a reasonable period of time after notification

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Government	Exercise access.	If consent granted
	OR	
	Cease access and at discretion, refer issue to Surface Rights Board.	If no consent granted
VGFN	Respond to application to Surface Rights Board.	Within time frame specified by Surface Rights Board
Government	Exercise access pursuant to Surface Rights Board order.	If Surface Rights Board so orders
VGFN	Monitor access.	During and after access

# VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Exercise of right of access by Person authorized by Law for no more than 120 days
<b>RESPONSIBLE PARTY:</b>	Person authorized by Law
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.</p> <p>The right of access provided in 6.4.1 and 6.4.2 may be exercised:</p> <p>for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and</p>
<b>REFERENCED CLAUSES:</b>	6.4.2, 6.4.5.1; Cross reference 6.4.3, 6.4.4, 6.6.0

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Responsibility	Activities	Timing
Person authorized by Law	Notify VGFN of intention to exercise right of access, including brief description of activity and project or program and anticipated length of access.	Prior to access
VGFN	Review notice to ensure conformity with any terms and conditions that may be negotiated pursuant to 6.6.0.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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	Prepare and present views to Person authorized by Law.	Within a reasonable time prior to access
Person authorized by Law	Provide full and fair consideration to views of VGFN.	
Person authorized by Law	Exercise access (as may be adjusted by agreement with VGFN).	After consideration of VGFN views
VGFN	Monitor access.	During and after access

**Planning Assumption**

1. It is expected that Consultation, wherever possible, will be done within a reasonable period of time prior to access.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Exercise of right of access by Government or Person authorized by Law <b>for more than 120 consecutive days</b>
<b>RESPONSIBLE PARTY:</b>	Person authorized by Law
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.</p> <p>The right of access provided in 6.4.1 and 6.4.2 may be exercised:</p> <p>for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.</p>
<b>REFERENCED CLAUSES:</b>	6.4.2, 6.4.5.2; Cross reference 6.4.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Person authorized by Law	Notify VGFN of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.	Within a reasonable period of time prior to access
VGFN	Review notification and notify authority of decision.	Within a reasonable period of time after notification



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

Person authorized by Law	Exercise access.	If consent granted
	OR	
	Cease access and at discretion, refer issue to Surface Rights Board.	If no consent granted
VGFN	Respond to application to Surface Rights Board.	Within time frame specified by Surface Rights Board
Person authorized by Law	Exercise access pursuant to Surface Rights Board orders.	If Surface Rights Board so orders
VGFN	Monitor access.	During and after access

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Liability for damage to Settlement Land

**RESPONSIBLE PARTY:** VGFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Any Person exercising a right of access pursuant to 6.4.1 and 6.4.2 shall be liable only for significant damage to Settlement Land and any improvements on Settlement Land caused by the exercise of such right of access. Significant damage does not include necessary alteration of Settlement Land or watercourses required to maintain transportation corridors referred to in 6.4.1.

**REFERENCED CLAUSES:** 6.4.4;  
Cross reference 6.4.2, 6.4.1

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Responsibility	Activities	Timing
VGFN	At discretion monitor access to ensure conformity with provisions and any other terms and conditions.	As necessary
Government, its agents or contractors or Person authorized by Law	Report to VGFN any significant damage to Settlement Land.	As soon as practicable after damage is caused
VGFN	Assess extent of damage to Settlement Land or improvements to its Settlement Land.	As soon as practicable after receipt of report
	Request compensation for damage after receiving report of damage.	
VGFN and Government, its agents or contractors or Person authorized by Law	Attempt to negotiate settlement.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Department of National Defence right of access

**RESPONSIBLE PARTY:** Canada, VGFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** In addition to the right of access provided by 6.4.1, the Department of National Defence has a right of access to Undeveloped Settlement Land for military manoeuvres with the consent of the affected Yukon First Nation with respect to contact persons, areas, timing, environmental protection, protection of Wildlife and habitat, land use rent, and compensation for damage caused to Settlement Land and improvements and personal property thereon, or, failing consent, with an order of the Surface Rights Board as to terms and conditions with respect to such matters.

Government shall give reasonable advance notice of military exercises or operations to inhabitants of any area to be affected.

**REFERENCED CLAUSES:** 6.5.1 and 6.5.3;  
Cross reference 6.5.2

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Responsibility	Activities	Timing
Canada (DND)	Request consent of VGFN for access to its Undeveloped Settlement Land for military manoeuvres.	As required, prior to exercise of right of access
VGFN	Review request and notify Canada (DND) of decision.	Within a reasonable period of time
Canada (DND)	At discretion, refer to Surface Rights Board for consideration of terms and conditions.	If no consent granted

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Canada (DND)

Provide advance notice of any military exercises/operations to inhabitants of any area to be affected, and exercise access in accordance with terms and conditions.

Prior to commencement of military exercises/operations

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Establishment of terms and conditions of access by VGFN
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Yukon, Canada
<b>OBLIGATIONS ADDRESSED:</b>	<p>If a Yukon First Nation wishes to establish terms and conditions for the exercise of a right of access provided:</p> <p>by 5.15.3, 6.3.1, 6.3.2, 16.11.12, 18.3.1, 18.4.1 or 18.4.2; or</p> <p>by 6.4.1 or 6.4.2 where the right of access is for a period of no more than 120 consecutive days,</p> <p>the Yukon First Nation and Government shall attempt to negotiate the terms and conditions.</p> <p>Failing agreement pursuant to 6.6.1, the Yukon First Nation may refer the matter to the Surface Rights Board. The Surface Rights Board may establish terms and conditions only for the exercise of a right of access which specify seasons, times, locations, method or manner of access.</p>
<b>REFERENCED CLAUSES:</b>	6.6.1, 6.6.2; Cross reference 5.5.1, 6.1.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Notify Government of wish to negotiate the establishment of terms and conditions for the exercise of a right of access identified above.	Any time after Effective Date

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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VGFN, Government	Attempt to negotiate terms and conditons for the exercise of a right of access listed above.	Within reasonable time after notification by VGFN
VGFN	At discretion refer matter to Surface Rights Board to establish terms and conditions for the exercise of a right of access specifying seasons, times, locations and method or manner of access in line with 6.6.3 and 6.6.4.	If no negotiated agreement



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Expropriation -- Location and extent
<b>RESPONSIBLE PARTY:</b>	Expropriating Authority
<b>PARTICIPANT/LIAISON:</b>	VGFN, Government, SRB or NEB
<b>OBLIGATIONS ADDRESSED:</b>	<p>This chapter applies only to the expropriation of an interest in Settlement Land recognized in Law and held by a Yukon First Nation.</p> <p>An Authority shall negotiate with the Affected Yukon First Nation the location and extent of Settlement Land to be acquired or expropriated.</p> <p>When agreement of the Affected Yukon First Nation pursuant to 7.4.1 is not obtained, the following procedures shall apply:</p> <ul style="list-style-type: none"><li>- any expropriation of Settlement Land shall require the approval of the Governor in Council or the Commissioner in Executive Council as the case may be;</li><li>- notice of the intention of any Authority to seek approval under 7.4.3.1 shall be given to the Affected Yukon First Nation by the Authority; and</li><li>- notice of the intention shall not be given until the public hearing process under 7.6.0 or the public hearing in accordance with Legislation has been completed.</li></ul> <p>Where Settlement Land is expropriated pursuant to the <u>National Energy Board Act</u>, R.S.C. 1985,c.N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the <u>National Energy Board Act</u>, R.S.C. 1985,c.N-7 to settle disputes in respect of expropriation.</p> <p>The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.</p>

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**REFERENCED CLAUSES:** 7.3.1, 7.4.1, 7.4.3, 7.7.1, 7.7.2;  
Cross reference 7.6.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Expropriating Authority	Notify VGFN of proposal to acquire or expropriate Settlement Land.	As required
VGFN and Expropriating Authority	Prepare for negotiations.	Upon receipt of notice
Expropriating Authority and VGFN	Negotiate location and extent of land to be acquired or expropriated. <u>If there is an objection filed by VGFN:</u>	At a time agreeable to the parties
VGFN	Prepare for and participate in public hearing process.  Follow public hearing procedures listed in 7.6.0, including:	Upon notice
Body named in Expropriation statute or SRB or NEB	- appoint hearing panel, including at least one nominee of VGFN if Expropriation is pursuant to NEB Act;	As required
Hearing Panel	- notify VGFN and public;	As required
Hearing Panel	- provide VGFN with time to prepare for participation;	As appropriate
Hearing Panel	- provide VGFN and public opportunity to be heard;	As appropriate

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Hearing Panel	- award costs including interim costs to VGFN; and	
Hearing Panel	- prepare and submit report to Minister.	As appropriate after hearing
Expropriating Authority	Notify VGFN of intention to seek authority to expropriate.	At its discretion after public hearing is complete
Expropriating Authority	Seek Governor in Council or Commissioner in Executive Council authority to expropriate.	Prior to expropriating
Governor in Council or Commissioner in Executive Council	Determine if approval will be granted.	Upon request

**Planning Assumptions**

1. For the purposes of this Activity Plan, the "holder of a hearing" will be the body named in the expropriating statute as having the responsibility to hold public hearings respecting expropriations pursuant to the Laws of General Application. If no such body is named, or if no hearing is deemed to be required pursuant to the expropriating statute, the Surface Rights Board shall appoint a hearing panel to conduct the public hearing.
2. The process for determining and awarding compensation in respect of an expropriation is outlined in 7.5.1 to 7.5.2.10. Discussions respecting compensation may occur concurrently with the negotiations on the extent and location.

# VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Expropriation -- Compensation
<b>RESPONSIBLE PARTY:</b>	Expropriating Authority
<b>PARTICIPANT/LIAISON:</b>	VGFN, Surface Rights Board or National Energy Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>An Authority shall negotiate with the Affected Yukon First Nation compensation for Settlement Land being expropriated or acquired, pursuant to this chapter.</p> <p>When the agreement of the Affected Yukon First Nation pursuant to 7.5.1 is not obtained, the ... provisions [of 7.5.2] shall apply...</p>
<b>REFERENCED CLAUSES:</b>	<p>7.5.1, 7.5.2; Cross reference 7.7.1, 7.7.2</p>

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Responsibility	Activities	Timing
Expropriating Authority	Notify VGFN of desire to negotiate compensation.	As required in conjunction with an expropriation
VGFN	Prepare for negotiations.	Upon receipt of notice
VGFN and Expropriating Authority	Negotiate compensation.	At a time agreeable to the parties
VGFN or Expropriating Authority	<p><u>If no agreement on compensation:</u> At the discretion of either party, apply to the Surface Rights Board or to NEB as appropriate, to determine dispute over compensation.</p>	Within a reasonable period of time
VGFN	Prepare for and participate in SRB or NEB compensation process.	As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**Planning Assumption**

1. Negotiations on the issue of compensation may occur concurrently with discussions on extent and location of the land proposed to be expropriated.

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Inclusion of VGFN nominee(s) on board, committee or other panel authorized by the <u>National Energy Board Act</u>
<b>RESPONSIBLE PARTY:</b>	National Energy Board
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where Settlement Land is expropriated pursuant to the <u>National Energy Board Act</u>, R.S.C. 1985,c.N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the <u>National Energy Board Act</u>, R.S.C. 1985,c.N-7 to settle disputes in respect of expropriation.</p> <p>The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.</p>
<b>REFERENCED CLAUSES:</b>	7.7.1, 7.7.2

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Responsibility	Activities	Timing
National Energy Board	Notify VGFN that a board, committee or other body is being established and request nominee(s).	As required
VGFN	Provide nominee(s) as requested.	Upon request
National Energy Board	Establish board, committee or panel.	As required

### Planning Assumption

1. It is possible that an expropriation pursuant to the National Energy Board Act could affect more than one Yukon First Nation. In that circumstance, the National Energy Board shall nominate at least one nominee from each affected Yukon First Nation.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Compensation payable in relation to the exercise of a Flooding Right identified in VGFA
<b>RESPONSIBLE PARTY:</b>	Authority exercising Flooding Right
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	An Authority exercising a Flooding Right over Settlement Land identified pursuant to 7.8.1 and 7.8.2 shall pay compensation to the Affected Yukon First Nation for improvements only, provided the sum of such compensation to all Affected Yukon First Nations for that hydro-electric or water storage project shall not exceed three percent of the Cost of Construction of the project.
<b>REFERENCED CLAUSES:</b>	7.8.3; Cross reference 5.16.4, 7.5.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Authority exercising a Flooding Right and VGFN	Follow expropriation procedures listed in Activity Plan for UFA 7.3.1.	Prior to the exercise of the Flooding Right
Authority and VGFN	Negotiate compensation payable to VGFN	As required
Authority or VGFN	At the discretion of any party, apply to SRB to determine dispute over compensation.	If no agreement reached
VGFN	Prepare for and participate in SRB process.	As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Compensation payable in relation to the exercise of a Flooding Right not identified in VGFA
<b>RESPONSIBLE PARTY:</b>	Authority exercising a Flooding Right
<b>PARTICIPANT/LIAISON:</b>	VGFN, Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	An Authority exercising a Flooding Right over Settlement Land, other than for those sites identified pursuant to 7.8.1 and 7.8.2, shall pay compensation pursuant to this chapter except that in assessing compensation for Land and improvements, the Surface Rights Board shall not consider 8.4.1.8 or 7.5.2.7(c) and the sum of such compensation to all Affected Yukon First Nations for all improvements shall not exceed three percent of the Cost of Construction of that hydro-electric or water storage project.
<b>REFERENCED CLAUSES:</b>	7.8.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Authority exercising a Flooding Right and VGFN	Follow expropriation procedures listed in Activity Plan for UFA 7.3.1.	Prior to the exercise of Flooding Right
Authority and VGFN	Negotiate compensation.	As required
Authority or VGFN	At the discretion of any party, apply to SRB to determine dispute over compensation.	If no agreement reached
VGFN	Prepare for and participate in SRB process.	As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Variation of land allocation
<b>RESPONSIBLE PARTY:</b>	Government, Affected Yukon First Nation
<b>PARTICIPANT/LIAISON:</b>	All affected Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	The land allocation determined under 9.3.2 for Yukon First Nations which do not have a Yukon First Nation Final Agreement may be varied by agreement in writing of all affected Yukon First Nations and Government.
<b>REFERENCED CLAUSES:</b>	9.3.4; Cross reference 9.3.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon First Nation (YFN) or Government	Propose to vary land allocation determined in Chapter 9, Schedule A.	During negotiations of outstanding YFNFA
Party seeking to vary allocation	Notify Government and all affected YFNs of proposal and seek written agreement.	Prior to varying allocation
Affected YFNs and Government	Review and provide written response to proposal.	As soon as practicable
Parties to a YFNFA	Vary allocation.	If written agreement of all affected YFNs and Government is secured
Parties	Amend relevant Settlement Land descriptions as necessary.	After variation agreed upon

**Planning Assumption**

1. If the first activity arises, it will be in the context of outstanding YFNFA negotiations; once all YFNFAs have been completed, this clause will have no further effect.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Land exchange

**RESPONSIBLE PARTY:** Canada, Yukon, VGFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** A Yukon First Nation and Government may agree to exchange Crown Land for Settlement Land and may agree that Crown Land exchanged for Settlement Land will be Settlement Land provided that any such agreement shall not affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect of that Crown Land.

**REFERENCED CLAUSES:** 9.6.1

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Responsibility	Activities	Timing
Canada, Yukon, or VGFN	At the discretion of any Party, propose a land exchange.	After the Effective Date
Canada, Yukon and VGFN	Review proposal and negotiate exchange.	If the parties agree
Canada, Yukon and VGFN	Effect the exchange, amending Settlement Land description and other records as required.	Once an agreement has been negotiated

**Planning Assumptions**

1. The activities may occur in relation to any category of Settlement Land.
2. The responsibility for any costs related to survey and/or title registration will be addressed during the negotiation of the exchange.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Crown and Settlement Land exchange -- Reservation for airport purposes

**RESPONSIBLE PARTY:** Vuntut Gwitchin First Nation, Canada

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** A Yukon First Nation and Government may agree to exchange Crown Land for Settlement Land and may agree that Crown Land exchanged for Settlement Land will be Settlement Land provided that any such agreement shall not affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect of that Crown Land.

If Government decides, after Consultation with the Vuntut Gwitchin First Nation, that it no longer needs for airport purposes all or part of the lands described in Reservation 116012-0000-00030, it shall give notice of that decision to the Vuntut Gwitchin First Nation which notice shall fully describe the lands which Government no longer requires (the "Land").

The Vuntut Gwitchin First Nation may, within 90 days of receiving the notice set out in 9.6.1.1, give notice to Government that it wishes to obtain all or part of the Land as Fee Simple Settlement Land in exchange for Settlement Land of equivalent value, and as soon as practicable thereafter Government and the Vuntut Gwitchin First Nation shall enter into negotiations with a view to concluding such an exchange.

If, within 120 days of commencing negotiations pursuant to 9.6.1.2, Government and the Vuntut Gwitchin First Nation fail to reach agreement on the terms and conditions of the proposed exchange, either party may refer any outstanding matter between the parties to the dispute resolution process under 26.3.0.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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An arbitrator appointed under 26.7.0 to resolve a dispute referred pursuant to 9.6.1.3 shall have, in addition to the other powers provided under Chapter 26 - Dispute Resolution, the power to determine the Settlement Land to be exchanged for that portion of the Land which the Vuntut Gwitchin First Nation has given notice that it wishes to obtain.

Unless otherwise agreed by the parties to the negotiations under 9.6.1.2, any land determined by an arbitrator pursuant to 9.6.1.4 must be suitable for Government use for airport purposes.

**REFERENCED CLAUSES:** 9.6.1.1, 9.6.1.2, 9.6.1.3, 9.6.1.4, 9.6.1.5

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Responsibility	Activities	Timing
Canada	Notify VGFN that all or a portion of the land described may no longer be required by Government for airport purposes.	As appropriate
VGFN	Review the information received and prepare and present views to Government.	Within reasonable time provided by Government
Canada	Provide full and fair consideration of views presented.	As soon as practicable
Canada	Make determination.	After Consultation
Canada	Give notice to the VGFN that specified lands will no longer be required and provide full description of the land.	If it decides land no longer required



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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VGFN	Review notice and determine which portion of the land, if any, it may wish to obtain in exchange for Settlement Land.	As soon as practicable
VGFN	Notify Government of desire to obtain all or a portion of the land.	Within 90 days of receiving notice
VGFN and Canada	Enter into negotiations to conclude exchange.	As soon as practicable
VGFN or Canada	Refer any outstanding matter to dispute resolution pursuant to 26.3.0, including arbitration if necessary.	If no agreement within 120 days of commencing negotiations

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Establishment of a Special Management Area other than those provided for in VGFA

**RESPONSIBLE PARTY:** Yukon, Canada

**PARTICIPANT/LIAISON:** Renewable Resources Council, VGFN, Yukon Heritage Resources Board

**OBLIGATIONS ADDRESSED:** Except as provided in a Yukon First Nation Final Agreement, where Government proposes to establish a Special Management Area, Government shall refer the proposal to the affected Renewable Resources Council for its review and recommendations.

Government may refer proposals to establish historic territorial parks, national historic sites administered by the Canadian Parks Service or to designate Heritage Sites as Designated Heritage Sites to the Heritage Resources Board established pursuant to 13.5.0 instead of the affected Renewable Resources Council for its review and recommendations.

A Special Management Area may not include Settlement Land without the consent of the affected Yukon First Nation.

**REFERENCED CLAUSES:** 10.3.3, 10.3.4, 10.3.5;  
Cross reference 10.4.1, 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0, 10.7.0

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Responsibility	Activities	Timing
Appropriate Government	Forward proposal for a Special Management Area not provided for in the VGFA to the affected Renewable Resources Council or to the Yukon Heritage Resources Board	If proposing the establishment of a Special Management Area not provided for in the VGFA

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Renewable Resources Council or Yukon Heritage Resources Board	and the VGFN if proposal includes Settlement Land. Review proposal for Special Management Area. Prepare and provide recommendations to Government regarding proposed Special Management Area.	As required within reasonable time period
VGFN	Grant or deny consent to include Settlement Land in Special Management Area.	
Government	Review recommendations of Renewable Resources Council or Yukon Heritage Resources Board.	
Government	If Special Management Area does not include Settlement Land, decide whether or not to establish Special Management Area. (after consideration of 10.4.1)	At discretion of Government
Government	If Special Management Area includes Settlement Land and consent has been granted by the VGFN, decide whether or not to establish Special Management Area.	At discretion of Government

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Proposed Special Management Areas which will adversely affect rights of the VGFN under a Settlement Agreement
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where a Special Management Area is proposed to be established which will adversely affect rights of a Yukon First Nation under a Settlement Agreement, Government and the affected Yukon First Nation shall, at the request of either party, negotiate an agreement to:</p> <p>establish any rights, interests and benefits of the affected Yukon First Nation in the establishment, use, planning, management and administration of the Special Management Area; and</p> <p>mitigate adverse effects of the establishment of the Special Management Area on the affected Yukon First Nation.</p> <p>Agreements negotiated pursuant to 10.4.1:</p> <p>shall address the rights Yukon Indian People have for Harvesting Fish and Wildlife within the Special Management Area;</p> <p>may address the economic and employment opportunities and benefits for the affected Yukon First Nation;</p> <p>may address whether, and on what terms, including provisions on management, Settlement Land may be included in the Special Management Area; and</p> <p>may include such other provisions as Government and the affected Yukon First Nation may agree.</p>

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Where Government and the affected Yukon First Nation do not agree on the terms of an agreement pursuant to 10.4.1, the parties may refer the outstanding issues to the dispute resolution process under 26.4.0.

Where mediation under 10.4.3 does not result in agreement, the government may establish the Special Management Area.

Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be amended according to the terms set out in that agreement.

Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be appended to and form part of that Yukon First Nation's Final Agreement if Government and the Yukon First Nation agree.

**REFERENCED CLAUSES:** 10.4.1, 10.4.2, 10.4.3, 10.4.4, 10.4.8, 10.4.9

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Responsibility	Activities	Timing
Canada or Yukon	Forward proposal for Special Management Area to VGFN.	When Government wishes to establish a Special Management Area in VGFN Traditional Territory
VGFN	Review Special Management Area proposal for impact on VGFN rights under a Settlement Agreement. Provide comments to Government re: proposed Special Management Area.	Within reasonable period of time

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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VGFN, Canada or Yukon	Negotiate an agreement to establish a Special Management Area, pursuant to 10.4.1 and 10.4.2.	At the request of either party
Canada or Yukon	At discretion, establish Special Management Area.	If agreement is reached
VGFN, Canada, Yukon	At discretion, refer outstanding issues to mediation under 26.4.0.	If no agreement is reached
Canada or Yukon	At discretion, establish Special Management Area.	After mediation process
VGFN or Canada or Yukon	Propose an amendment to Special Management area agreement negotiated under 10.4.1 according to terms set out in that agreement.	At discretion of any party to agreement
Other parties	Review and respond to proposed amendment.	Within reasonable period of time
VGFN, Canada, Yukon	Amend agreement.	If Parties agree
VGFN or Canada or Yukon	Propose Special Management Area agreement negotiated under 10.4.1 be appended to and form part of the VGFA.  Review implications of appending the Special Management Area agreement to the VGFA.	



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

VGFN, Canada, Yukon

Append to VGFA, following  
amending process under  
2.3.4, 2.3.5 and 2.3.6.

If agreement reached to  
append to VGFA

Amend implementation plan  
as required.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Access to Special Management Area by Yukon Indian Person
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Notwithstanding 6.2.3.2, access by a Yukon Indian Person to a Special Management Area established pursuant to 10.4.4 for Harvesting Fish or Wildlife pursuant to a Settlement Agreement may be limited or prohibited only for reasons of Conservation, public health or public safety.
<b>REFERENCED CLAUSES:</b>	10.4.5; Cross reference 6.2.3.2, 16.3.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada or Yukon	Notify and provide information to VGFN that access by a Yukon Indian Person to a Special Management Area within VGFN Traditional Territory is proposed to be limited or prohibited for reasons of Conservation, public health or safety.	As required
VGFN	Prepare and present views to Government re: reasons for limiting or prohibiting access.	Within a reasonable period of time
Canada or Yukon	Provide full and fair consideration to VGFN views and provide response to VGFN.	As necessary

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**VGFN**

At discretion, publish  
information to its citizens.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Negotiate an agreement for Special Management Area where Government has established Special Management Area pursuant to 10.4.4
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon or VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Government and the affected Yukon First Nation may, at any time after the establishment of a Special Management Area pursuant to 10.4.4, negotiate an agreement pursuant to 10.4.1 in respect of that Special Management Area, in which case 10.4.5 shall no longer apply to that Special Management Area.
<b>REFERENCED CLAUSES:</b>	10.4.6; Cross reference 10.4.1, 10.4.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon or VGFN	Propose negotiations pursuant to 10.4.1, if there has been no negotiated agreement with respect to a proposed Special Management Area, and Government has established the Special Management Area pursuant to 10.4.4.	
Canada, Yukon, VGFN	Enter negotiations, if parties agree to negotiate.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Preparation of management plan for each Special Management Area established pursuant to the VGFA
<b>RESPONSIBLE PARTY:</b>	Canada or Yukon
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Council, Yukon Heritage Resources Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall prepare, or have prepared, a management plan for each Special Management Area established pursuant to a Yukon First Nation Final Agreement after the Effective Date of that Yukon First Nation Final Agreement.</p> <p>Government shall make best efforts to complete the management plan within five years of the establishment of the Special Management Area.</p> <p>Government shall review each management plan at least once every 10 years.</p> <p>The management plan and any proposed amendments thereto shall be referred before approval to the relevant Renewable Resources Council or to the Yukon Heritage Resources Board, as the case may be, for its review and recommendations.</p> <p>The provisions of 16.8.0 shall apply in respect of the implementation of any recommendations made pursuant to 10.5.5.</p>
<b>REFERENCED CLAUSES:</b>	10.5.2, 10.5.3, 10.5.4, 10.5.5, 10.5.6; Cross reference 10.4.1, 10.6.1, 16.5.4, 16.8.0

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada or Yukon	Prepare a management plan if Special Management Area established.	Best efforts within five years of establishment of Special Management Area
	Forward management plan for Special Management Area to Renewable Resources Council and/or Yukon Heritage Resources Board.	Prior to approval
Renewable Resources Council or Yukon Heritage Resources Board	Review Special Management Area management plans. Prepare and forward recommendations to Canada or Yukon.	Within a reasonable period of time
Canada or Yukon	Consider recommendations of Renewable Resources Council or Yukon Heritage Resources Board and incorporate in plans as determined by Canada or Yukon.	
Canada or Yukon	Follow procedure under 16.8.0, if recommendation comes from Renewable Resources Council.	
	Adopt plans.	At discretion of Minister
Canada or Yukon	Initiate review of Special Management Area management plan.	Within 10 years following adoption of Special Management Area management plan



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Removal of land from Vuntut National Park
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	No lands forming part of the Park shall be removed from National Park status without the consent of the Vuntut Gwitchin First Nation.
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 3.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Notify and discuss with the VGFN, any proposal to remove land and request consent to proceed.	As appropriate
VGFN	Review proposal, grant or deny consent, and notify CPS in writing of decision.	Within a reasonable time of receiving proposal
Canada (CPS)	If consent is granted proceed with removal.	If appropriate
Canada (CPS)	Notify VGFN when removal is complete.	As soon as practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Agreement to limit right to give, trade, barter or sell Non-Edible By-Products of Fish and Wildlife
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Subject to Laws of General Application, unless otherwise agreed to by the Parties to this Agreement, the Vuntut Gwitchin shall have the right to give, trade, barter, or sell to any person any Non-Edible By-Product of Fish and Wildlife that is obtained from the Harvesting of Furbearers or incidental to Harvesting for Subsistence pursuant to 4.1, whether limited to an allowable harvest or not.
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 4.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada or Yukon or VGFN	Propose to other parties that arrangements respecting noted rights be altered.	At discretion
Canada and Yukon and VGFN	Attempt to reach agreement.	As required
Canada and Yukon and VGFN	If agreement is reached by all Parties, implement the agreement.	As soon as practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Consultation prior to imposing a limitation on the exercise of rights
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	<p>The exercise of rights under this schedule is subject to limitations provided for elsewhere in this schedule and to limitations provided for in Legislation enacted for purposes of Conservation, public health or public safety.</p> <p>Any limitation provided for in Legislation pursuant to 4.8 must be consistent with this schedule, and must be reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.</p> <p>Government shall Consult with the Vuntut Gwitchin First Nation before imposing a limitation pursuant to 4.8.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 4.8; Cross reference 16.5.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Notify VGFN of proposal to impose a limitation pursuant to 4.8 and provide all relevant information.	Prior to imposing a limitation
VGFN	Review information and prepare and present views.	Within a reasonable time of notification
Canada (CPS)	Provide full and fair consideration to views presented.	Prior to imposing a limitation
Canada (CPS) Canada (CPS)	Notify VGFN of decision. Implement decision.	As soon as practicable As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Allocation of allowable harvest amount by Vuntut Gwitchin First Nation
<b>RESPONSIBLE PARTY:</b>	Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	Canada
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where in accordance with this schedule, an allowable harvest in the Park is established for a species of Freshwater Fish or Wildlife, the following provisions shall apply:</p> <ul style="list-style-type: none"><li>- the Vuntut Gwitchin First Nation shall decide whether to allocate any part, or all, of that allowable harvest to Vuntut Gwitchin and shall notify the Park superintendent in writing of its decision;</li><li>- where the Vuntut Gwitchin First Nation decides to allocate part, or all, of that allowable harvest, the notice pursuant to 4.11.1 shall specify the allocation of Freshwater Fish or the number and species of Wildlife to be harvested; and</li><li>- the right of Vuntut Gwitchin to Harvest Freshwater Fish or Wildlife for which an allowable harvest has been established is contingent upon that person being allocated part of the allowable harvest by the Vuntut Gwitchin First Nation.</li></ul>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 4.11

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Notify VGFN of allowable harvest for any species within Park.	If an allowable harvest is set in accordance with this schedule
VGFN	Determine portion, if any, of allowable harvest which is to be allocated.	After an allowable harvest level has been set

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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VGFN	Notify Park superintendent of decision in writing, specifying the number and species to be harvested.	As required
VGFN	Allocate allowable harvest.	At its discretion

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Manage exercise of harvesting rights
<b>RESPONSIBLE PARTY:</b>	Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Vuntut Gwitchin First Nation may manage, administer, allocate or otherwise regulate:</p> <ul style="list-style-type: none"> <li>- the exercise of rights of Vuntut Gwitchin under 4.0; and</li> <li>- the Harvesting by persons who are beneficiaries of adjacent land claims settlements in Canada who have been granted authorization to Harvest within the Park pursuant to 4.22,</li> </ul> <p>where not inconsistent with the regulation of those rights by Government in accordance with 4.8 and other provisions of this schedule.</p>
<b>REFERENCED CLAUSES:</b>	<p>Chapter 10 Schedule A 4.12; Cross reference 4.22</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	At discretion develop policies and procedures necessary for the management, administration, allocation and regulation of the rights of Vuntut Gwitchin harvesters and other authorized harvesters within the Park.	As appropriate



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Maintain register of harvest information
<b>RESPONSIBLE PARTY:</b>	Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Council, Canada
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Vuntut Gwitchin First Nation shall establish and maintain a register of harvest information relating to Harvesting in the Park which contains a record of the allocation of Harvesting rights among Vuntut Gwitchin and a record of what is Harvested, and such other harvest information as is prescribed by the Council.</p> <p>The register of harvest information shall be made available to the Park superintendent on a regular and timely basis in a manner prescribed by the Council.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 4.13, 4.13.1; Cross reference 16.5.1.12

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Develop a register of harvest information.	As soon as practicable after the Effective Date
VGFN	Maintain register and record harvest information and any other information as prescribed by the RRC.	Ongoing
VGFN	Make register available to Park superintendent as prescribed by the RRC.	

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Consultation with the Renewable Resources Council regarding issuance of permits and/or licences
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Council, Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Minister, after Consultation with the Council, may require Vuntut Gwitchin to obtain a permit or licence for Harvesting within the Park but no fee or charge shall be imposed by Government for such permit or licence.</p> <p>Upon the request of the Vuntut Gwitchin First Nation, the Minister, after Consultation with the Council, may allow the Vuntut Gwitchin First Nation to issue the permits or licences referred to in 4.15.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 4.15

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Responsibility	Activities	Timing
Canada (CPS)	Notify RRC of a proposal to require a licence or permit for harvesting in the Park and provide RRC with any relevant information.	As required
RRC	Review proposal and prepare and present views to CPS.	Within a reasonable time provided by CPS
Canada (CPS)	Provide full and fair consideration to views presented.	Prior to setting requirement

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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If decision taken to require  
licence or permit:

Canada (CPS)	Issue licence without fee or charge.	As required
VGFN	Request approval from CPS to issue permits and/or licences.	At its discretion
Canada (CPS)	Notify RRC of VGFN's request and provide any relevant information.	Upon receipt of request
RRC	Review request and prepare and present views to CPS.	Within reasonable time identified by CPS
Canada (CPS)	Provide full and fair consideration to views presented.	Prior to granting request

If decision taken to allow  
VGFN to issue:

VGFN	Issue licences or permits.	As required
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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Provision of Fish and Wildlife Harvest to the Vuntut Gwitchin First Nation
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	The Canadian Parks Service shall offer to the Vuntut Gwitchin First Nation any Fish or Wildlife harvested within the Park for Park management purposes, unless such Fish or Wildlife is required for scientific or Park management purposes or as evidence in a court of law.
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 4.16

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Advise VGFN that Fish and/or Wildlife may be harvested for management purposes and may be available for use by the VGFN.	As required
Canada (CPS)	Offer Fish and/or Wildlife harvested for management purposes to the Vuntut Gwitchin First Nation.	As available

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Establishment of cabins in Park
<b>RESPONSIBLE PARTY:</b>	Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Council, Canada
<b>OBLIGATIONS ADDRESSED:</b>	<p>Subject to 4.19, Vuntut Gwitchin shall have the right to establish or expand cabins, camps, caches and trails in the Park that are necessary for, and are to be used incidental to, the exercise of Harvesting rights provided for in 4.0, provided that the location of such cabins, camps, caches and trails conforms with the Park Management Plan.</p> <p>Vuntut Gwitchin proposing to establish a cabin in the Park shall make a request to the Council.</p> <p>The Council shall consider the request and determine:</p> <ul style="list-style-type: none"><li>- whether the location of the proposed cabin conforms with the Park Management Plan; and</li><li>- whether the cabin is necessary for the exercise of Harvesting rights provided for in this schedule.</li></ul> <p>Following consideration of the request, the Council shall make a recommendation to the Park superintendent.</p> <p>The provisions of 6.3 to 6.7.2 apply to a recommendation of the Council pursuant to 4.19.2.</p> <p>Subject to limitations prescribed pursuant to 4.8, the Council and the Park superintendent shall approve the request referred to in 4.19, where the cabin conforms to the Park Management Plan and is necessary for the exercise of Harvesting rights provided for in this schedule.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 4.18, 4.19; Cross reference 6.3 - 6.7.2

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Verify conformity with Park Management Plan.	Prior to expanding cabins or establishing camps, caches or trails
VGFN	Notify RRC of request to establish cabin in the Park and provide details.	As required
RRC	Review request.	Upon request
RRC	Make recommendation to Park superintendent.	As soon as practicable
Canada (CPS)	Consider recommendation of RRC as well as any other relevant information.	Upon receipt of recommendation
Canada (CPS)	Accept recommendation if the proposal conforms to the plan and is required for the exercise of harvesting rights, and authorize the establishment.	Within 60 days of receiving recommendation unless time extended by Park superintendent
OR		
Canada (CPS)	Vary set aside or replace the recommendation and send it back to the RRC with written reason.	Within 60 days of receiving recommendation unless time extended by Park superintendent
RRC	Review decision and forward final recommendation with written reasons.	Within 30 days of receiving decision unless time extended by Park superintendent



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Canada (CPS)	Make final decision and notify RRC.	Within 45 days of receiving final recommendation
Canada (CPS)	Implement decision.	As soon as practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Harvest in Park by Persons other than Vuntut Gwitchin

**RESPONSIBLE PARTY:** Vuntut Gwitchin First Nation

**PARTICIPANT/LIAISON:** Canada

**OBLIGATIONS ADDRESSED:** In accordance with 4.23 and 4.24, on the request of the Vuntut Gwitchin First Nation, the Minister may authorize persons who are not Vuntut Gwitchin to Harvest Fish and Wildlife in the Park.

Where a request pursuant to 4.22 is on behalf of a person who is not a beneficiary of an adjacent land claims settlement in Canada:

the Vuntut Gwich'in First Nation may recommend to the Minister the terms and conditions under which the authorization should be granted; and

the Minister may grant the authorization on such terms and conditions as the Minister stipulates.

Where a request pursuant to 4.22 is on behalf of a person who is not a beneficiary of an adjacent land claims settlement in Canada:

the Vuntut Gwitchin First Nation may recommend to the Minister the terms and conditions under which the authorization should be granted; and

the Minister may grant the authorization on such terms and conditions as the Minister stipulates.

Where a request pursuant to 4.22 is on behalf of a person who is a beneficiary of an adjacent land claims settlement in Canada and the Minister grants the authorization, that person may Harvest in the Park on the same basis as Vuntut Gwitchin under 4.0.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**REFERENCED CLAUSES:** Chapter 10 Schedule A 4.22, 4.23, 4.24  
Cross reference 4.25

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Request that the Minister authorize harvesting of Fish and/or Wildlife in the Park by person other than Vuntut Gwitchin, and, if person is not the beneficiary of an adjacent land claim settlement, recommend terms and conditions under which authorization should be granted.	At the discretion of the VGFN
Minister	Consider the request, including terms and conditions as appropriate.	As soon as practicable upon receipt of request
Minister	Determine if authorization will be granted, and under what terms and conditions, and notify the VGFN.	As soon as practicable

# VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	National Park and adjacent area Wildlife harvesting information sharing
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Yukon, VGFN, Canada (Canadian Wildlife Service), Fish and Wildlife Management Board and Renewable Resources Council
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Canadian Parks Service and the Yukon shall share information on trapline use and Furbearer management, and on the harvest of other Wildlife, inside the Park and adjacent to the Park in order to coordinate the management of Furbearer populations and other Wildlife.</p> <p>Shall be consistent with the management principles described in 3.1.1, 3.1.3 and 3.1.4 of Schedule C - Old Crow Flats Area, attached to Chapter 10 - Special Management Areas; and</p> <p>Government shall make best efforts to coordinate the management of Fish and Wildlife in the Park with the management of Fish and Wildlife outside the Park by Government and by the Vuntut Gwitchin First Nation on Settlement Land.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 4.28, 7.2.5, 7.8; Cross reference 16.3.14.1

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Responsibility	Activities	Timing
Yukon, VGFN, Canada (Canadian Parks Service, Canadian Wildlife Service)	Meet to discuss appropriate protocol for coordination of the management of Fish and Wildlife populations in the VGFN Traditional Territory.	After Effective Date

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

Yukon, VGFN, Canada  
(Canadian Parks  
Service, Canadian Wildlife  
Service)

Draft protocol and provide  
to all affected agencies for  
review.

All agencies

As agreed, implement  
protocol.

**Planning Assumptions**

1. In developing the protocol for coordination of management and wildlife, the Canadian Parks Service and Yukon shall address methods for sharing information on trapline use and Furbearer management.
2. In the second activity affected agencies will include the Fish and Wildlife Management Board and RRC, pursuant to the coordination requirement in 16.3.14.1.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Allocation of trapping opportunities in the Park
<b>RESPONSIBLE PARTY:</b>	Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	Canada
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Vuntut Gwitchin First Nation shall be responsible for allocating trapping opportunities in the Park to Vuntut Gwitchin, and for the alignment, realignment and grouping of individual traplines.</p> <p>The Vuntut Gwitchin First Nation shall maintain a register of the allocation of trapping opportunities in the Park, and shall provide a copy of that register to the Park superintendent.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 5.2, 5.3; Cross reference 16.5.1.2, 16.5.1.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Allocate trapping opportunities in the Park.	As appropriate after the establishment of the Park
VGFN	Align, re-align and group individual traplines.	As required
VGFN	Establish and maintain a register of the allocation of trapping opportunities.	As soon as practicable after the Effective Date
VGFN	Provide a copy of the register to the Park superintendent.	As required



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Procedure for specified recommendations of the Renewable Resources Council
<b>RESPONSIBLE PARTY:</b>	Renewable Resources Council, Canada
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The provisions of 6.3 to 6.7.2 apply to recommendations by the Council pursuant to 6.1.1 to 6.1.4.</p> <p>The provisions of 6.3 to 6.7.3 apply to recommendations made by the Council pursuant to 6.1.5 to 6.1.9.</p> <p>Unless the Minister directs otherwise, all recommendations and decisions of the Council shall be kept confidential until the process in 6.4 to 6.7 has been completed or the time for the process has expired.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 6.2, 6.3; Cross reference 6.4 - 6.9

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	<u><b>For recommendations made by the RRC pursuant to 4.19 and 6.1.1 - 6.1.4:</b></u>	
RRC	Make recommendation to Minister.	As soon as practicable
Minister	Consider recommendation of RRC as well as any other relevant information.	Upon receipt of recommendation
Minister and Government	Accept recommendation and implement as soon as practicable.	Within 60 days of receiving the recommendations unless the time is extended by 30 days by the Minister

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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OR

Minister	Vary, set aside or replace the recommendation and send it back to the RRC with written reason.	Within 60 days of receiving recommendation unless time extended by Minister
RRC	Review Ministerial decision and forward final recommendation to Minister, with written reasons.	Within 30 days of receiving decision unless time extended by Minister
Minister	Make final decision and notify RRC.	Within 45 days of receiving final recommendation
Canada (CPS)	Implement all final decisions of the Minister.	As soon as practicable
<p><b><u>For recommendations made by the RRC pursuant to 6.1.5 - 6.1.9:</u></b></p>		
Government	Follow steps described above and if no final decision is rendered by the expiry of the time provided:	
	Implement recommendation of the RRC.	As soon as practicable upon expiry of the time provided

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Annual meeting of the Renewable Resources Council and the Park superintendent
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Council
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Park superintendent or his delegate shall meet annually with the Council to Consult on matters relating to the development and management of the Park.</p> <p>The meeting referred to in 6.10 shall be held in the community of Old Crow, Yukon.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 6.10

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Contact RRC to schedule annual meeting and to discuss necessary arrangements and an agenda.	Annually
Canada (CPS) and RRC	Hold the meeting in Old Crow, Yukon.	Annually as agreed by the RRC and the Park superintendent

**Planning Assumption**

1. CPS will pay the costs of participation for the members of the RRC at the annual meeting.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Park planning and management
<b>RESPONSIBLE PARTY:</b>	Canada, Renewable Resources Council
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Subject to the terms of this schedule, the Park shall be planned and managed according to the <u>National Parks Act</u>, R.S.C. 1985, c. N-14.</p> <p>Any management plan or policy for the Park:</p> <ul style="list-style-type: none"><li>- shall recognize the rights under this schedule of Vuntut Gwitchin to Harvest for Subsistence;</li><li>- shall provide for the protection of Fish and Wildlife and their habitat;</li><li>- shall place particular emphasis on control, timing and location of visitor activities and means of visitor access to the park in order to provide for visitor safety and avoid conflicts with Harvesting activities of the Vuntut Gwitchin;</li><li>- shall recognize the traditional and current use of the Park by Vuntut Gwitchin;</li><li>- shall be consistent with the management principles described in 3.1.1, 3.1.3 and 3.1.4 of Schedule C - Old Crow Flats Area, attached to Chapter 10 - Special Management Areas; and</li><li>- may address other matters pertaining to the management of the Park.</li></ul>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 7.1, 7.2; Cross reference 7.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS) and RRC	Develop management plan in accordance with <u>National Parks Act</u> and Chapter 10 Schedule A.	As soon as practicable after the establishment of the Park

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

Canada (CPS) and RRC	Manage Park in a manner consistent with this Schedule.	Ongoing
Canada (CPS)	Receive recommendations from the RRC on possible revisions to the management plan.	Periodically
Canada (CPS)	Revise and/or amend the management plan as required.	As required

**Planning Assumption**

1. CPS will pay the costs of participation for members of the RRC in preparation of the management plan and ongoing activities as related to the Park.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Recognition of the association of Vuntut Gwitchin with the Park area
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	Government shall ensure that information it issues regarding the Park shall recognize the long association of Vuntut Gwitchin with the area comprising the Park and their past and present use of it.
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 7.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN of a proposal to revise information issued or to issue new information regarding the Park and inform the Vuntut Gwitchin First Nation and provide details.	As appropriate
VGFN	Provide input into the means by which the Vuntut Gwitchin's association can be recognized.	Upon receipt of proposal
Government	Issue information, taking into account the input received.	As required



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment of visitor reception facilities and information centre

**RESPONSIBLE PARTY:** Vuntut Gwitchin First Nation and Canada

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Subject to land or facilities being made available in accordance with 7.6, the Canadian Parks Service shall establish the primary visitor reception and information centre and the Park operations centre within the community of Old Crow, Yukon.

The Canadian Parks Service shall Consult with the Council and the Vuntut Gwitchin First Nation before it establishes the primary reception and information centre and the Park operations centre within the community of Old Crow, Yukon.

The Vuntut Gwitchin First Nation shall make suitable land or facilities available to Government at a fair market price for the establishment of the visitor reception and information centre, the Park operations centre and for housing for Park staff within the community of Old Crow.

**REFERENCED CLAUSES:** Chapter 10 Schedule A 7.5, 7.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Notify VGFN of intention to establish the primary reception and information centre and the Park operations centre within the community of Old Crow and provide details.	As indicated during the management planning process

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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VGFN	Review information provided by CPS and prepare and present views to CPS, including information with respect to suitable land and facilities.	As soon as practicable upon receipt of notice
Canada (CPS) and VGFN	Negotiate agreement with respect to the provision of land and facilities, including appropriate terms and conditions as required.	At a time agreeable to the Parties
Canada (CPS)	Proceed with establishment.	As practicable once negotiations are completed

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Controlled hunt in the Park
<b>RESPONSIBLE PARTY:</b>	Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	Canada
<b>OBLIGATIONS ADDRESSED:</b>	In the event that manipulation of Wildlife populations by way of a controlled hunt is required in the Park, Government shall provide Vuntut Gwitchin with the first opportunity to conduct the hunt in coordination with Park officials, and to use the Wildlife parts and products resulting therefrom in accordance with this schedule.
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 7.7

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Identify need to undertake a controlled hunt and notify the VGFN of the details.	As required
VGFN	Review information and discuss approaches for coordinating the hunt with CPS.	Upon receipt of notice
VGFN	Determine if VGFN will exercise the option of conducting the hunt in coordination with Park officials.	As soon as practicable after discussing issue with Park officials
VGFN and Canada (CPS)	Finalize arrangements for the hunt.	If VGFN determines that it will exercise its option
Canada (CPS)	Provide the VGFN the first opportunity to use the Wildlife parts and products which result from the hunt.	As required

# VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Listing of documented Heritage Sites
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	<p>In accordance with Government procedures on access to and duplication of records and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government shall provide the Vuntut Gwitchin First Nation with a listing of all Heritage Sites directly related to the culture and heritage of the Vuntut Gwitchin, including information on their location and character, that are located within the Park and which have been documented at the Effective Date of this Agreement.</p> <p>In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites within the Park which relate to the Vuntut Gwitchin First Nation.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 8.3, 8.4

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Responsibility	Activities	Timing
Canada (CPS)	In consultation with the VGFN, prepare a list of all relevant Heritage Sites within the Park that have been documented at the time of the Effective Date and include information on location and character.	As soon as practicable after the Effective Date

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Canada (CPS)	Provide the list to the Vuntut Gwitchin First Nation.	As soon as practicable
Canada (CPS)	Within existing budgets, facilitate the preparation of an inventory of relevant Moveable Heritage Resources and Sites.	As soon as practicable upon request of the VGFN

**Planning Assumption**

1. Canada (CPS) will make best efforts to meet with representatives of the Vuntut Gwitchin First Nation as soon as possible after the Effective Date to develop an informal process for confirming the ownership of Moveable Heritage Resources in the Park and for identifying items in the Park which might relate to the Vuntut Gwitchin First Nation.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Inclusion of Gwitchin language on interpretive displays and signage
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	Government agrees that the Gwitchin language shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of the Vuntut Gwitchin that may be erected in, or related to, the Park.
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 8.5

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Propose to erect interpretive displays or signage regarding the history and/or culture of the Vuntut Gwitchin.	As appropriate
Canada (CPS) and VGFN	Discuss appropriate wording.	Prior to completing displays or signage
Canada (CPS)	Include Gwitchin language on the displays or signage.	As appropriate



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Naming of places or features within the Park
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon Geographical Place Names Board, Vuntut Gwitchin First Nation or other responsible agency
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	When considering the naming or renaming of places or features located within the Park, the responsible agency shall Consult with the Vuntut Gwitchin First Nation.
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 8.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Responsible agency	Propose to name or rename a place or feature within the Park, notify the VGFN, and provide necessary details.	Prior to naming or renaming a feature
VGFN	Review proposal and prepare and present views to the responsible agency.	Within a reasonable time upon receipt of notice
Responsible agency	Provide full and fair consideration to the views presented.	Prior to confirming name

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**PROJECT:** Access to Vuntut Gwitchin First Nation Burial Sites

**RESPONSIBLE PARTY:** Vuntut Gwitchin First Nation, Canada

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** There shall be no access by Park visitors to Vuntut Gwitchin First Nation Burial Sites in the Park without the express written consent of the Vuntut Gwitchin First Nation.

**REFERENCED CLAUSES:** Chapter 10 Schedule A 8.7

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Responsibility	Activities	Timing
VGFN	Receive request for access to Burial Site.	As required
VGFN	Consider request for access to burial site, grant or deny the request and notify applicant in writing of decision, including any terms and conditions that may be imposed on access if access is permitted.	Upon receipt of a request for access
VGFN	Inform CPS that access has been permitted.	As appropriate

**Planning Assumption**

1. Information available to Park users should highlight this restriction.

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<b>PROJECT:</b>	Preparation of impact and benefits plan
<b>RESPONSIBLE PARTY:</b>	Canada, Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Within one year of the establishment of the Park, the Canadian Parks Service, after Consultation with the Vuntut Gwitchin First Nation, shall prepare an impacts and benefits plan which shall:</p> <ul style="list-style-type: none"> <li>- identify potential businesses and employment opportunities that Vuntut Gwitchin may access associated with the establishment, development and operation of the Park;</li> <li>- identify strategies for Vuntut Gwitchin to take advantage of the economic opportunities identified in 9.1.1; and</li> <li>- identify potential negative impacts of the establishment and long term operation of the Park on the Vuntut Gwitchin and strategies for mitigating these potential negative impacts.</li> </ul>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 9.1; Cross reference 9.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Notify VGFN of intention to begin the preparation of the impact and benefits plan and provide any relevant information, as it becomes available.	In sufficient time to allow completion of the plan within 1 year of the Effective Date
VGFN	Review information and provide input to CPS.	Periodically, within a reasonable time of receiving information
Canada (CPS)	Provide full and fair	As plan is being prepared

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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consideration to the input  
provided by the VGFN.

Canada (CPS)	Incorporate information provided, draft a plan and provide it to the VGFN for final comment.	As appropriate
VGFN	Review information and provide final comments.	Upon receipt of draft plan
Canada (CPS)	Finalize plan and forward to the VGFN.	Once plan is complete

**Planning Assumption**

1. Consultation with the VGFN shall be ongoing over the course of the preparation of the plan.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Employment in the Park
<b>RESPONSIBLE PARTY:</b>	Canada and Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Canadian Parks Service, after Consultation with the Vuntut Gwitchin First Nation, shall establish hiring procedures and policies with the objective that, over a reasonable period of time, at least 50 percent of the public service employment positions in the Park be filled by qualified Vuntut Gwitchin.</p> <p>The Canadian Parks Service shall include, where appropriate, criteria for knowledge of Vuntut Gwitchin language, culture, and society and traditional knowledge of the Vuntut Gwitchin First Nation Traditional Territory when establishing specifications for any public service employment position for the Park in the Vuntut Gwitchin First Nation Traditional Territory.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 9.3, 9.4; Cross reference 9.5

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Notify the VGFN of intention to establish hiring policies and procedures to achieve employment objectives and provide relevant information including draft policies and draft selection criteria as appropriate, and schedule meeting to discuss a joint approach and an employment strategy.	As soon as possible after the Effective Date

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Canada (CPS)	In consultation with the VGFN, examine hiring specifications and modify to include, where appropriate, criteria for knowledge related to the Vuntut Gwitchin culture, language and society when preparing specification for public service employment for the Park in the Traditional Territory.	As appropriate
VGFN	Review information and prepare and present views.	Within reasonable time provided
Canada (CPS)	Provide full and fair consideration to the views presented.	Before confirming policies and procedures
Canada (CPS)	Establish and implement policies and procedures.	As soon as practicable
Canada (CPS)	Notify VGFN of how employment objectives will be met.	As soon as practicable



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<b>PROJECT:</b>	Contracts within the Traditional Territory related to the Park
<b>RESPONSIBLE PARTY:</b>	Canada and Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Canadian Parks Service shall provide timely written notice to the Vuntut Gwitchin First Nation of any invitation by the Canadian Parks Service respecting contracts for the provision of goods and services in the Vuntut Gwitchin First Nation Traditional Territory for the development, operation and management of the Park.</p> <p>The Canadian Parks Service shall provide the Vuntut Gwitchin with a right of first refusal to accept any contract offered by the Canadian Parks Service for the construction or maintenance of trails or facilities in or related to the Park within the Vuntut Gwitchin First Nation Traditional Territory in the following manner:</p> <ul style="list-style-type: none"><li>- the Canadian Parks Service shall provide notice to the Vuntut Gwitchin First Nation specifying the terms and conditions of the contract;</li><li>- the Vuntut Gwitchin First Nation shall have 30 days from the date the notice in 9.7.1 is received to advise the Park superintendent in writing whether it is exercising its right of first refusal under 9.7.</li><li>- if the Vuntut Gwitchin First Nation does not exercise its right of first refusal under 9.7, the Canadian Parks Service may offer the contract publicly on the same terms and conditions specified in the notice pursuant to 9.7.1; and</li><li>- if the contract offered publicly is not accepted, the Canadian Parks Service may re-offer the contract on new terms and conditions in accordance with the procedure set out in 9.7.</li></ul>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 9.6, 9.7

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Responsibility	Activities	Timing
Canada (CPS)	Notify the VGFN of invitations for relevant goods and/or services contracts and provide details.	As appropriate
Canada (CPS)	Notify the VGFN of, and provide the VGFN the right of first refusal for, contracts for construction or maintenance of trails or facilities in or related to the Park.	As appropriate
VGFN	Review contract notice and respond within the time required, providing either a bid or an indication of acceptance or rejection of the right of first refusal.	As appropriate
Canada (CPS)	Review bids submitted or response to right of first refusal offer and tender contract as required.	As appropriate
Canada (CPS)	If contract is re-offered under revised terms and conditions, notify VGFN in accordance with 9.7.	As appropriate

### Planning Assumption

1. The notice prescribed in 9.6 should provide the Vuntut Gwitchin First Nation with sufficient time to prepare a bid on a contract if appropriate.

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<b>PROJECT:</b>	Contract modifications
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>For any contracts tendered publicly by the Canadian Parks Service, other than the contracts referred to in 9.7, the Canadian Parks Service shall include, where appropriate, criteria for:</p> <ul style="list-style-type: none"> <li>- knowledge of Vuntut Gwitchin language, culture, society or traditional knowledge of the Vuntut Gwitchin First Nation Traditional Territory; and</li> <li>- the employment of Vuntut Gwitchin professional services, the use of Vuntut Gwitchin suppliers, on-the-job training or skills development for Vuntut Gwitchin,</li> </ul> <p>in the specifications for the tendering of contracts related to the procurement of goods and services for the Park.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 9.8; Cross reference 9.9

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	In cooperation with the VGFN, develop contract criteria to include those factors listed be used as appropriate during the public tendering process.	As soon as practicable after the Effective Date
Canada (CPS)	Use criteria developed when assessing contract proposals.	As appropriate

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Other economic opportunities
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where a non-Vuntut Gwitchin makes an application to the Canadian Parks Service for a licence to operate a business in the Park which is permitted under the Park Management Plan and which is not subject to the provisions of 11.0, the Vuntut Gwitchin First Nation shall have, in accordance with the procedures set out in 10.2 to 10.10 the preemptive option to apply for and acquire a licence to operate a business substantially similar to that described in the non-Vuntut Gwitchin application.</p> <p>Upon receipt of an application by a non-Vuntut Gwitchin for a licence to operate a business in the Park, the Park superintendent shall:</p> <ul style="list-style-type: none"><li>- promptly provide the Vuntut Gwitchin First Nation with written notice of the application, together with a short description of,<ul style="list-style-type: none"><li>- the nature of business proposed, and</li><li>- in general terms, the geographic location in the Park where the business is proposed to operate; and</li></ul></li><li>- advise the applicant in writing that the application will be processed subject to and in accordance with the preemptive option procedures set out in 10.0.</li></ul> <p>The Vuntut Gwitchin First Nation shall have 30 days from the date notice is received pursuant to 10.2.1 to advise the Park superintendent in writing whether it is exercising its preemptive option under 10.0.</p> <p>If the Vuntut Gwitchin First Nation advises the Park superintendent in writing that it is not exercising its preemptive option, the Park superintendent shall notify the original applicant and the Canadian Parks Service may proceed to process the original application.</p>

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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If the Vuntut Gwitchin First Nation fails to advise the Park superintendent in writing within 30 days of receiving notice whether it is exercising its preemptive option, it shall be deemed to have given notice under 10.4 that it is not exercising its preemptive option.

If the notice given by the Vuntut Gwitchin First Nation pursuant to 10.3 states the Vuntut Gwitchin First Nation is exercising its preemptive option, the following provisions shall apply:

- the Vuntut Gwitchin First Nation may, within six months of receiving the notice described in 10.2.1, submit an application to the Park superintendent for a licence to operate a business substantially similar in nature and location to that proposed by the applicant referred to in 10.1; and
- the Park superintendent shall notify the original applicant that the Vuntut Gwitchin First Nation intends to exercise its preemptive option under 10.0.

If the application of the Vuntut Gwitchin First Nation is approved, the Canadian Parks Service shall issue the approved licence to the Vuntut Gwitchin First Nation and shall notify in writing the applicant referred to in 10.2.2 that its application has been declined.

If the application of the Vuntut Gwitchin First Nation is not approved, the Park superintendent shall notify the applicant referred to in 10.2.2 in writing, and the Canadian Parks Service may proceed to process its application.

If the Vuntut Gwitchin First Nation fails to submit an application in accordance with 10.6.1, it shall be deemed to have given notice that it is not exercising its preemptive option and the Canadian Parks Service may proceed to process the application of the applicant referred to in 10.2.2.



## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Where, after giving notice of its intention to do so, the Vuntut Gwitchin First Nation decides not to exercise its preemptive option, it shall notify the Park superintendent in writing and the Canadian Parks Service may proceed to process the application of the applicant referred to in 10.2.2.

**REFERENCED CLAUSES:** Chapter 10 Schedule A 10.1 - 10.10

Responsibility	Activities	Timing
Canada (CPS)	Receive application from a non-Vuntut Gwitchin for a licence to operate in the Park.	Any time
Canada (CPS)	Notify VGFN of the application and provide details listed.	As soon as practicable
Canada (CPS)	Advise applicant in writing of the procedures set out in 10.0 of this Schedule.	After notifying the VGFN
Vuntut Gwitchin First Nation	Review information from CPS and notify Park Superintendent in writing of whether or not option to be exercised.	Within 30 days of receiving notice
Canada (CPS)	<p><u>If the Vuntut Gwitchin First Nation chooses not to exercise the option or is deemed to have refused the option:</u></p> <p>Notify original applicant that the application will be processed.</p>	As required



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If the Vuntut Gwitchin First  
Nation chooses to exercise  
option:

VGFN	Submit application for licence to the Park Superintendent.	Within 6 months
Canada (CPS)	Notify original applicant that the Vuntut Gwitchin First Nation has chosen to exercise option.	As soon as practicable
Canada (CPS)	Review VGFN application and make a determination regarding its acceptability.	As soon as practicable upon receipt of submission
Canada (CPS)	If VGFN application is accepted, issue licence to the VGFN and notify original applicant in writing.	As appropriate

OR

Canada (CPS)	If VGFN application is rejected, notify VGFN in writing and notify original applicant that the original application will be processed.	As soon as practicable after a decision has been made
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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Establishment of licence quotas in the Park
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Council
<b>OBLIGATIONS ADDRESSED:</b>	The Canadian Parks Service shall Consult with the Council in deciding whether a quota, and if so, what quota, should be established for licences to operate a business within the Park, and on any terms and conditions that should apply to those licences.
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 11.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS)	Notify RRC that CPS is considering the need to set quotas on business licences within the Park, and associated terms and conditions and provide relevant information.	As required
RRC	Review notice and prepare and present views to CPS.	Within a reasonable time
Canada (CPS)	Provide full and fair consideration to the views presented.	Before making decision
Canada (CPS)	Notify the RRC and the VGFN with respect to quota set, if any, and any terms and conditions that will apply to those licences.	As soon as practicable after decision is taken

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Right of first refusal on commercial licences
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	<p>If the Canadian Parks Service establishes a quota for a business within the Park, the Vuntut Gwitchin First Nation shall have a right of first refusal to acquire new licences to operate such a business as follows:</p> <ul style="list-style-type: none"><li>- in the first year that the Canadian Parks Service establishes a quota within the Park, the Canadian Parks Service shall offer to the Vuntut Gwitchin First Nation:</li><li>- the number of licences equal to 50 percent of the quota established by the Canadian Parks Service, less the number of permits or licences which are required to allow existing operations which are held by a Vuntut Gwitchin Firm to operate at their then existing level, or</li><li>- the number of licences which remains after the then existing operators in the Park have received the licences which are required to allow them to operate at their then existing level,</li></ul> <p>whichever is less; and</p> <ul style="list-style-type: none"><li>- in the second year and each year thereafter, Government shall offer to the Vuntut Gwitchin First Nation any new licences issued by the Canadian Parks Service from time to time for opportunities within the Park until the Vuntut Gwitchin First Nation and Vuntut Gwitchin Firms together have been allocated 50 percent of the quota in effect in the Park from time to time for that business.</li></ul>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule A 11.2; Cross reference 12.0

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
	<u>If quota is established during year one:</u>	
Canada (CPS)	Offer licences in accordance with 11.2.1.	As required
VGFN	Determine whether or not to accept a licence and apply if appropriate.	Within 1 year of offer
Canada (CPS)	Issue licence or permit to the VGFN providing that requirements in place from time to time are met.	Upon application within 1 year of notice
	<u>If quota established in year two or afterwards:</u>	
Canada (CPS)	Offer licences in accordance with 11.2.2.	As required
VGFN	Determine whether or not to accept a licence, and apply if appropriate.	As soon as practicable
Canada (CPS)	Issue licences.	As appropriate

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Establishment of Fishing Branch Ecological Reserve
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, VGFN
<b>PROJECT MANAGER:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The boundaries of the Fishing Branch Ecological Reserve (the "Ecological Reserve") shall be as set out on map, Fishing Branch Ecological Reserve, (FBER), in Appendix B - Maps, which forms a separate volume to this Agreement.</p> <p>Canada shall transfer to the Commissioner of the Yukon the administration and control of the land comprising the Ecological Reserve, excluding the mines and minerals and the right to work the mines and minerals, as soon as practicable following the Effective Date of this Agreement.</p> <p>As soon as practicable following the transfer of land under 1.2, the Yukon shall establish the Ecological Reserve pursuant to the <u>Parks Act</u>, R.S.Y. 1986, c. 126.</p> <p>No land forming part of the Ecological Reserve shall be removed from ecological reserve status under the <u>Parks Act</u>, R.S.Y. 1986, c. 126, without the consent of the Vuntut Gwitchin First Nation.</p> <p>Government shall withdraw the mines and minerals within the Ecological Reserve from locating, prospecting and mining under the <u>Yukon Quartz Mining Act</u>, R.S.C. 1985, c. Y-4 and the <u>Yukon Placer Mining Act</u>, R.S.C. 1985, c. Y-3, and from exploration and development under the <u>Canada Petroleum Resources Act</u>, R.S.C. 1985, c. C-36.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule B 1.1, 1.2, 1.3, 1.4, 3.1

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Transfer to the Commissioner of the Yukon the administration and control of the land comprising the Fishing Branch Ecological Reserve as identified in 1.1, excluding the mines and minerals and the right to work the mines and minerals.	As soon as practicable after the Effective Date
Yukon	Establish the Fishing Branch Ecological Reserve pursuant to the <u>Parks Act</u> , R.S.Y., c. 126.	As soon as practicable after the transfer of the Ecological Reserve from Canada
Canada	Withdraw mines and minerals within the Ecological Reserve from locating, prospecting and mining under the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c. Y-4 and the <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c Y-3.	At the time of transfer
Canada	Withdraw the issuance of rights to exploration and development under the <u>Canada Petroleum Resources Act</u> , R.S.C, 1985, c. C-36.	At the time of transfer



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Government	Seek consent of VGFN to remove lands forming part of the Ecological Reserve from ecological reserve status under the <u>Parks Act</u> , R.S.Y. 1986, c. 126.	If proposing to remove lands forming part of the Ecological Reserve from ecological reserve status under the <u>Parks Act</u> , R.S.Y. 1986, c.126
VGFN	Evaluate request and grant or deny consent.	Within a reasonable time period after request from Government

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Preparation of the management plan for Fishing Branch Ecological Reserve

**RESPONSIBLE PARTY:** Yukon, VGFN

**PARTICIPANT LIAISON:**

**OBLIGATIONS ADDRESSED:** Government and the Vuntut Gwitchin First Nation shall jointly prepare a management plan for the Ecological Reserve and recommend it to the Minister within two years of the Effective Date of this Agreement.

If Government and the Vuntut Gwitchin First Nation are unable to agree on part or all of the management plan, they shall recommend to the Minister that part of the management plan which has been prepared, if any, and, at the same time, jointly refer the outstanding matters to the Minister in writing.

The Minister shall:

accept, vary or set aside the recommendations made pursuant to 4.1 or 4.5; and

consider and decide the outstanding matters referred pursuant to 4.5,

within 60 days of the receipt of the recommendation or referral.

The Minister may extend the time provided in 4.6 by 30 days.

The Minister shall forward his decision under 4.6 to the Vuntut Gwitchin First Nation in writing.

The Yukon shall manage the Ecological Reserve in accordance with the Parks Act, R.S.Y. 1985, c. 126, and the management plan for the Ecological Reserve approved by the Minister under 4.6.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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The Vuntut Gwitchin First Nation shall manage Parcels R-5A and S-3A1 in a manner consistent with the principles in 4.2.

**REFERENCED CLAUSES:**

Chapter 10 Schedule B 4.1, 4.5, 4.6, 4.7, 4.8, 5.1, 7.1;  
Cross reference Chapter 10 Schedule B 4.2, 4.3, 4.4,  
6.1; Appendix A - Description of Settlement Land, R-5A

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, VGFN	Hold initial meeting to prepare a workplan for development of the management plan pursuant to chapter 10, Schedule B, 4.2, 4.3 and 4.4, also considering 6.1.	Within first year after Effective Date so that resource requirements can be addressed in the parties' budgets for the 2nd year
Yukon, VGFN	In accordance with the work plan, develop and recommend management plan to the Minister.	Within two years of the Effective Date, consistent with work plan
Yukon, VGFN	Recommend the part of the management plan that has been prepared and jointly refer outstanding matters, in writing, to the Minister.	If Yukon and VGFN are unable to agree on part or all of the management plan
Minister	Accept, vary or set aside the recommended management plan, including resolution of outstanding issues	Within 60 days of receipt of the management plan
Minister	At discretion, extend 60 day time period by 30 days.	By end of 60 day period

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Minister	Forward decision, in writing, regarding the recommended management plan to the VGFN.	As soon as practicable after decision is made
Yukon	Manage Fishing Branch Ecological Reserve in accordance with the <u>Parks Act</u> , R.S.Y. 1985, c. 126 and the approved management plan.	Upon approval of the management plan for Fishing Branch Ecological Reserve
VGFN	Manage Parcels R-5A and S-3A1 in a manner consistent with principles in Chapter 10, Schedule B, 4.2.	

### Planning Assumption

1. The workplan discussions in the initial meeting will identify timelines, budgetary and other resources required and each party's participation in the process of developing the plan.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Review of management plan for the Fishing Branch Ecological Reserve
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	The management plan shall be reviewed jointly by Government and the Vuntut Gwitchin First Nation not later than five years after its initial approval and at least every 10 years thereafter.
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule B 6.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN and Yukon	Meet to establish the terms of reference for a joint review of the management plan, and identify resources required to undertake the review.	In the 4th year following the approval of the management plan as needed so that resource requirements can be addressed in the parties' budgets for the 5th year
VGFN and Yukon	Complete review as agreed.	No later than 5 years after initial approval of the management plan

**Planning Assumptions**

1. Discussions in the meeting will identify timelines, budgetary and other resources required and each party's participation in carrying out the review.
2. This cycle of activities will repeat for all subsequent reviews, adjusting timing as required.

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<b>PROJECT:</b>	Establishment of a habitat protection area in the area surrounding the Fishing Branch Ecological Reserve
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN, Canada
<b>OBLIGATIONS ADDRESSED:</b>	<p>If Government proposes the establishment of a habitat protection area pursuant to the <u>Wildlife Act</u>, R.S.Y. 1986, c. 178, in the area surrounding the Ecological Reserve, the Vuntut Gwitchin First Nation shall consent to the establishment of the habitat protection area, provided that the habitat protection area is established in accordance with Chapter 10 - Special Management Areas.</p> <p>If Government establishes a habitat protection area pursuant to 8.1, Government shall manage the habitat protection area in accordance with the following objectives:</p> <p>to protect the Fishing Branch River;</p> <p>to maintain the long term viability at natural population levels of grizzly bear (<u>Ursus arctos</u>) which concentrate seasonally at Bear Cave Mountain; and</p> <p>to manage the Ecological Reserve and the habitat protection area as an ecological unit.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10 Schedule B 8.1, 8.3; Cross reference 8.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Notify VGFN of proposal to establish a habitat protection area pursuant to the <u>Wildlife Act</u> , R.S.Y. 1986, c.178, in the area surrounding the Fishing Branch Ecological Reserve which is in accordance with Chapter 10 - Special Management Areas.	If Government proposes to establish a habitat protection area in the area surrounding the Fishing Branch Ecological Reserve.
VGFN	Grant or deny consent based on determination as to whether the proposed habitat protection area surrounding the Fishing Branch Ecological Reserve is in accordance with Chapter 10 - Special Management Area.	Within a reasonable period of time.
Yukon	Manage the habitat protection area in accordance with Chapter 10, Schedule B 8.3.	If habitat protection area is established pursuant to 8.1

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<b>PROJECT:</b>	Establishment of the Old Crow Flats Area
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Yukon, VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>The provisions of this schedule shall apply to the Old Crow Flats area (the "Area") as of the Effective Date of this Agreement.</p> <p>The boundaries of the Area are set out on map, Old Crow Flats Area, (OCFA) in Appendix B - Maps, which forms a separate volume to this Agreement.</p> <p>No Non-Settlement Land within the Area shall be removed from the application of this schedule without the consent of the Vuntut Gwitchin First Nation.</p> <p>No Settlement Land within the Area shall be removed from the application of this schedule without the consent of Government.</p> <p>Canada shall terminate any oil and gas rights or interests existing in the Area at the Effective Date of this Agreement or as soon as practicable thereafter.</p> <p>If Canada has not, as of the Effective Date of this Agreement, terminated all oil and gas rights and interests existing in the Area, the moratorium on the exercise of the oil and gas rights and interests not terminated shall continue until Canada has terminated those rights or interests.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 10, Schedule C 1.1, 1.2, 1.3, 1.4, 4.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Terminate any oil and gas rights or interests existing in the Old Crow Flats Area.	Upon the Effective Date or as soon as practicable thereafter

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Canada	Request consent of VGFN.	If Government wishes to remove Non-Settlement Land within the Old Crow Flats Area
VGFN	Deny or grant consent to proposal to remove Non-Settlement Land within the Old Crow Flats Area from the application of Schedule C, Chapter 10.	As soon as practicable after request received
VGFN	Request consent of Canada.	If VGFN wishes to remove any Settlement Land within the Area
Canada	Deny or grant consent to proposal to remove Settlement Land within the Old Crow Flats Area from the application of Schedule C, Chapter 10.	As soon as practicable after request received

**Planning Assumptions**

1. Canada will consult with Yukon when considering the removal of Settlement Land from within the Old Crow Flats Area.
2. All oil and gas rights and interests existing in the Old Crow Flats Area shall be terminated as of the Effective Date.

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**PROJECT:** Preparation of a management plan for the Old Crow Flats Area

**RESPONSIBLE PARTY:** Canada, VGFN

**PARTICIPANT/LIAISON:** Yukon

**OBLIGATIONS ADDRESSED:** Government and the Vuntut Gwitchin First Nation shall jointly prepare a management plan for that part of the Area which is outside Vuntut National Park, which is consistent with the management principles in 3.0, and which shall be recommended to Government and the Vuntut Gwitchin First Nation for approval.

The park management plan for Vuntut National Park prepared pursuant to Schedule A - Vuntut National Park, attached to Chapter 10 - Special Management Areas, shall be the management plan for that portion of the Area within Vuntut National Park.

Government and the Vuntut Gwitchin First Nation shall make best efforts to approve a management plan within five years of the Effective Date of this Agreement.

The management plan approved by both Government and the Vuntut Gwitchin First Nation shall be the "Approved Management Plan" for the purposes of this schedule.

Until there is an Approved Management Plan, Government and the Vuntut Gwitchin First Nation shall manage their lands in the Area in a manner consistent with the management principles in 3.0.

Once there is an Approved Management Plan, Government and the Vuntut Gwitchin First Nation shall each manage their land in that part of the Area outside Vuntut National Park according to the Approved Management Plan.

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**REFERENCED CLAUSES:** Chapter 10 Schedule C 5.1, 5.3, 5.4, 7.1, 7.2;  
Cross reference Chapter 10 Schedule C 3.0, 5.2, 5.5,  
7.3

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, VGFN, Canada (CWS)	Hold initial meeting to prepare a workplan for development of a management plan for the part of Old Crow Flats which is outside Vuntut National Park in accordance with Chapter 10, Schedule C, 5.2 and 5.5, also considering 7.3.	Within first year after Effective Date so that resource requirements can be addressed in the parties' budgets for the second year
Yukon, VGFN, Canada	In accordance with the workplan, develop and recommend management plan to VGFN and Government for approval.	Best efforts within five years of the Effective Date, consistent with the work plan
Yukon, VGFN, Government	Approve management plan.	Best efforts within five years of the Effective Date
Yukon, VGFN, Canada	Each manage their land in the Old Crow Flats Area outside the Vuntut National Park in accordance with the management plan.	After the approval of the management plan

**Planning Assumptions**

1. The workplan discussions in the initial meeting will identify timelines, budgetary and other resources required and each party's participation in the process of developing the plan.

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2. Yukon's participation in the development of the management plan will be with respect to matters over which it has jurisdiction.



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<b>PROJECT:</b>	Issuance of rights and interests in Mines or Minerals in the Old Crow Flats Area which is outside Vuntut National Park
<b>RESPONSIBLE PARTY:</b>	Canada, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Neither Government nor the Vuntut Gwitchin First Nation shall issue any right or interest in the Mines or Minerals in that part of the Area outside of Vuntut National Park until there is an Approved Management Plan, or until January 2, 2012, whichever occurs first.</p> <p>Where there is an Approved Management Plan, Government and the Vuntut Gwitchin First Nation may issue rights and interests in the Mines and Minerals in that part of the Area outside of Vuntut National Park, provided that such issuance is consistent with the Approved Management Plan.</p> <p>Where there is no Approved Management Plan and the time period described in 6.1 has not expired, the Vuntut Gwitchin First Nation may issue rights and interests in the Mines and Minerals in Settlement Land in the Area provided:</p> <p>the Vuntut Gwitchin First Nation and Government agree to the issuance of the right or interest; and</p> <p>the issuance is consistent with the management principles in 3.0.</p> <p>Where there is no Approved Management Plan and the time period described in 6.1 has not expired, Government may issue rights and interests in the Mines and Minerals in Non-Settlement Land in that part of the Area outside of Vuntut National Park, provided:</p>

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Government and the Vuntut Gwitchin First Nation agree to the issuance of the right or interest; and

the issuance is consistent with the management principles in 3.0.

**REFERENCED CLAUSES:** Chapter 10 Schedule C 6.1, 6.2, 6.3, 6.4

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Responsibility	Activities	Timing
VGFN	Notify Canada of proposal to issue rights and interests in the Mines and Minerals in Settlement Land in the Old Crow Flats Area pursuant to 6.3.1 and 6.3.2, Chapter 10, Schedule C.	If VGFN proposes to issue such interests prior to the approval of the management plan and if the time period in 6.1, Chapter 10, Schedule C has not expired
Canada, VGFN	Attempt to reach agreement on the issuance of right or interest.	At request of VGFN
VGFN	Issue rights or interest provided issuance is consistent with management principles in 3.0.	If agreement reached

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Canada	Notify VGFN of proposal to issue rights and interests in the Mines and Minerals in Non-Settlement Land in that part of the Old Crow Flats Area that is outside Vuntut National Park pursuant to 6.4.1 and 6.4.2, Chapter 10, Schedule C.	If Canada proposes to issue such interests prior to the approval of the management plan and if the time period in 6.1, Chapter 10, Schedule C has not expired
Canada, VGFN	Attempt to reach agreement on the issuance of right or interest.	At request of Canada
Canada	Issue rights or interest provided issuance is consistent with management principles in 3.0.	If agreement reached
Canada or VGFN	At the discretion of either party, issue any rights or interests in the Mines and Minerals in that part of the Old Crow Flats Area which is outside Vuntut National Park, provided this issuance is consistent with the approved management plan.	Anytime after the approval of the management plan

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<b>PROJECT:</b>	Review of the Approved Management Plan for the Old Crow Flats Area
<b>RESPONSIBLE PARTY:</b>	VGFN, Canada
<b>PARTICIPANT/LIAISON:</b>	Yukon
<b>OBLIGATIONS ADDRESSED:</b>	Unless Government and the Vuntut Gwitchin First Nation otherwise agree, Government and the Vuntut Gwitchin First Nation shall review the Approved Management Plan five years after its initial approval and every 10 years thereafter.
<b>REFERENCED CLAUSES:</b>	Chapter 10, Schedule C 7.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CWS), VGFN, Yukon	Meet to establish the terms of reference for a joint review of the management plan, and identify resources required to undertake the review.	In the fourth year following the approval of the management plan as needed so that resource requirements can be addressed in the Parties' budgets for the fifth year
Canada (CWS), VGFN, Yukon	Complete review as agreed.	No later than 5 years after initial approval of the management plan

**Planning Assumptions**

1. This cycle of activities will repeat for all subsequent reviews, adjusting timing as required.

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2. Discussions in the meeting will identify timelines, budgetary and other resources required and each Party's participation in carrying out the review.
3. Yukon's participation in the review of the management plan will be with respect to matters over which it has jurisdiction.

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<b>PROJECT:</b>	Nominees to a Regional Land Use Planning Commission for region including any part of the Vuntut Gwitchin First Nation Traditional Territory
<b>RESPONSIBLE PARTY:</b>	Government, Vuntut Gwitchin First Nation, other affected Yukon First Nations
<b>PARTICIPANT/LIAISON:</b>	Transboundary claimant groups
<b>OBLIGATIONS ADDRESSED:</b>	Settlement Agreements shall provide for regionally based Regional Land Use Planning Commissions with one third representation by nominees of Yukon First Nations, one third representation by nominees of Government, and one third representation based on the demographic ratio of Yukon Indian People to the total population in a planning region.

**Specific Provision**

Subject to 11.4.2.5, any Regional Land Use Planning Commission established for a planning region which includes any part of the Vuntut Gwitchin First Nation Traditional Territory shall be composed of one-third nominees of the Vuntut Gwitchin First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, one-third nominees of Government, and one-third nominees appointed in accordance with 11.4.2.2.

Subject to 11.4.2.5, Government, the Vuntut Gwitchin First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall agree on who may nominate each of the last one-third of the nominees to the Regional Land Use Planning Commission referred to in 11.4.2.1 based upon the demographic ratio of Yukon Indian People to the total population in the planning region.



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Subject to 11.4.2.5, the Vuntut Gwitchin First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the Yukon First Nation nominees to the Regional Land Use Planning Commission.

Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the Vuntut Gwitchin First Nation or any Yukon First Nation whose Traditional Territory is included in the planning region may refer the matter to the dispute resolution process under 26.3.0.

The representation from a transboundary claimant group on a Regional Land Use Planning Commission shall be set out in the transboundary claimant group's Transboundary Agreement.

**REFERENCED CLAUSES:** 11.4.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Nominate Government representatives (1/3 of total nominees).	Upon decision to establish a RLUPC
VGFN, other YFNs	Agree on individuals to represent Yukon First Nations (1/3 of total nominees), including representatives of transboundary claimant groups as stipulated in 11.4.2.5.	Upon decision to establish a RLUPC
VGFN, other YFNs	Refer disagreement to dispute resolution under 26.3.0.	If no agreement on nominees

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Government, VGFN and other YFNs	Agree on who will nominate the remaining representatives (1/3 of total nominees).	Upon decision to establish a RLUPC
Government, VGFN or other YFNs	Refer disagreement to dispute resolution under 26.3.0.	If no agreement on who should nominate remaining 1/3 of nominees

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<b>PROJECT:</b>	Approval of regional land use plans by Government (Non-Settlement Land)
<b>RESPONSIBLE PARTY:</b>	Minister
<b>PARTICIPANT/LIAISON:</b>	Regional Land Use Planning Commission, VGFN, other YFNs, affected Yukon communities, other federal departments
<b>OBLIGATIONS ADDRESSED:</b>	<p>A Regional Land Use Planning Commission shall forward its recommended regional land use plan to Government and each affected Yukon First Nation.</p> <p>Government, after Consultation with any affected Yukon First Nation and any affected Yukon community, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying on Non-Settlement Land.</p> <p>If Government rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:</p> <ul style="list-style-type: none"><li>- the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to Government, with written reason; and</li><li>- Government shall then approve, reject or modify that part of the plan recommended under 11.6.3.1 applying on Non-Settlement Land, after Consultation with any affected Yukon First Nation and any affected Yukon community.</li></ul>
<b>REFERENCED CLAUSES:</b>	11.6.1, 11.6.2, 11.6.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	Notify VGFN, other affected YFNs and Yukon communities that Non-Settlement Land aspects of recommended regional land use plan are being considered by Government.	Upon receipt of regional land use plan
Minister	Provide information about the recommended plan as it applies to Non-Settlement land and seek agreement on time for response.	At time of notification
VGFN, other affected YFNs and communities	Review information and prepare and present views.	Within reasonable timeframe as agreed by the parties to meet the requirements of the approval process
Minister	Provide full and fair consideration of views.	Before responding to the RLUPC
Minister	Prepare and forward to the Regional Land Use Planning Commission, the Government response to aspects of the plan dealing with Non-Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After consultation with affected YFNs and communities

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**Regional Land Use Planning  
Commission**

If the plan is not supported in its entirety, reconsider plan in light of government response and make final recommendation for plan to government, including written reasons.

Upon receipt of Government response to plan

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Minister	Repeat consultation with VGFN, affected Yukon First Nations and communities for those items that may have been modified by the RLUPC in its final recommendation and any outstanding issues remaining between the RLUPC and the Minister.	Prior to final decision by Government
Minister	Prepare and forward to the Regional Land Use Planning Commission the final Government acceptance, rejection or modification of aspects of the plan dealing with Non-Settlement Land.	After Consultation with affected YFNs and communities

### Planning Assumption

1. To the extent practicable, Government and VGFN will undertake the necessary consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.



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<b>PROJECT:</b>	Approval of regional land use plans by VGFN (Settlement Land)
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Regional Land Use Planning Commission, Canada, Yukon
<b>OBLIGATIONS ADDRESSED:</b>	<p>A Regional Land Use Planning Commission shall forward its recommended regional land use plan to Government and each affected Yukon First Nation.</p> <p>Each affected Yukon First Nation, after Consultation with Government, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying to the Settlement Land of that Yukon First Nation.</p> <p>If an affected Yukon First Nation rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:</p> <ul style="list-style-type: none"><li>- the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to that affected First Nation, with written reason; and</li><li>- the affected Yukon First Nation shall then approve, reject or modify that part of the plan recommended under 11.6.5.1 after Consultation with Government.</li></ul>
<b>REFERENCED CLAUSES:</b>	11.6.1, 11.6.4, 11.6.5

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Notify Canada (DIAND) and Yukon that Settlement Land aspects of the recommended regional land use plan are being considered by the First Nation.	Upon receipt of regional land use plan
VGFN	Provide information about recommended plan as it applies to Settlement Land and indicate timeframe in which Government is to prepare its views.	At time of notification
Government	Review information and prepare and present views.	Within reasonable timeframe indicated by VGFN
VGFN	Provide full and fair consideration of views.	Before responding to the RLUPC
VGFN	Prepare and forward to the Regional Land Use Planning Commission, the VGFN response to aspects of the plan dealing with Settlement Land, including written reasons for any modifications proposed and/or written reasons for rejecting plan.	After Consultation with Government

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Regional Land Use Planning Commission	If the plan is not supported in its entirety, reconsider plan in light of VGFN response and make final recommendation for plan to VGFN, including written reasons.	Upon receipt of VGFN response to plan
VGFN, Government	Repeat first four activities for those items that may have been modified by the RLUPC in its final recommendation.	Prior to final decision by VGFN
VGFN	Prepare and forward to the Regional Land Use Planning Commission the final VGFN acceptance, rejection or modification of aspects of the plan dealing with Settlement Land.	After Consultation with Government

### Planning Assumption

1. To the extent practicable, Government and VGFN will undertake the necessary Consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.

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**PROJECT:** Joint development of sub-regional or district land use plans

**RESPONSIBLE PARTY:** Government and VGFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** If Government and a Yukon First Nation agree to develop a sub-regional or district land use plan jointly, the plan shall be developed in accordance with the provisions of this chapter.

If Government initiates the development of a sub-regional or district land use plan by a planning body, the planning body established to prepare that plan shall prepare a budget for the preparation of the plan which shall be subject to review by Government, and Government shall pay those expenses which it approves.

**REFERENCED CLAUSES:** 11.8.4, 11.9.4;  
Cross reference 11.8.1, 11.8.2

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Responsibility	Activities	Timing
Government or VGFN	Propose to the other party that a sub-regional or district land use plan be jointly prepared.	As appropriate
Government or VGFN	Review the proposal and notify other party of whether it is willing to undertake joint planning.	Upon receipt of proposal
Government and VGFN	If both parties agree to undertake planning, discuss arrangements for the preparation of the plan, including need to designate a planning body if appropriate.	As appropriate

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Designated planning body	If a planning body is found to be necessary, prepare budget for the development of the plan and submit budget to Government for review.	As soon as practicable
Government	Review budget.	As soon as practicable upon receipt of budget submission
Designated planning body	Develop plan in accordance with Chapter 11 and in a manner consistent with any approved regional land use plan which exists for the area.	As required

**Planning Assumption**

1. The joint preparation of sub-regional and /or district land use plans will occur in a manner consistent with Government and VGFN policies which may be in place from time to time.

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<b>PROJECT:</b>	All-weather road to Old Crow
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>All-weather Road Connecting with the Community of Old Crow.</p> <p>Government shall not construct on Crown Land an all-weather road which connects with the community of Old Crow, as defined in 21.2.5.2, before there is an approved regional, sub-regional or district land use plan which includes recommendations on the need for, the planning of and the siting of that road.</p> <p>Government shall request the participation of the Vuntut Gwitchin First Nation in the preparation of any land use plan referred to in 11.10.1.</p> <p>If Government and the Vuntut Gwitchin First Nation do not agree on the composition of a planning body to prepare the plan referred to in 11.10.1, or on the terms of reference for the planning body, either Government or the Vuntut Gwitchin First Nation may refer the matter to the dispute resolution process under 26.3.0.</p> <p>If, following one year after the request to participate referred to in 11.10.2, Government and the Vuntut Gwitchin First Nation have not agreed on the composition of a planning body to prepare the plan referred to in 11.10.1, or on the terms of reference for the planning body, and if the matter has not been referred to the dispute resolution process under 26.3.0, Government may proceed with the preparation of the plan referred to in 11.10.1.</p>
<b>REFERENCED CLAUSES:</b>	<p>11.10.1, 11.10.2, 11.10.3, 11.10.4; Cross reference 11.8.4, 11.9.4; Appendix A - Description of Settlement Land: R-1A, R-10A, R-11A</p>



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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
If Government proposes to construct an all-weather road and there is no approved regional land use plan, which includes recommendations on the need for the planning of and the siting of that road:		
Yukon	Notify VGFN in writing of the intention to develop a sub-regional or district land use plan and request VGFN participation.	At any time
Yukon, VGFN	Attempt to agree to jointly develop the land use plan.	Within a reasonable period of time
Yukon, VGFN	Negotiate agreement re: establishment of planning body and the terms of reference for the land use plan.	Within a reasonable period of time
Yukon or VGFN	If no agreement, at discretion, refer to the Dispute Resolution Process.	As soon as practicable
Yukon	If no agreement and no referral to the Dispute Resolution Process, at discretion, proceed with preparation of the land use plan.	Following 1 year after the request to VGFN to participate referred to in 11.10.2

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<b>PROJECT:</b>	The ownership and management of Heritage Resources on Settlement Land
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Each Yukon First Nation shall own and manage Moveable Heritage Resources and non-Moveable Heritage Resources and Non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by that Yukon First Nation.</p> <p>A Yukon First Nation or a Yukon Indian Person who is an owner of a Heritage Resource may transfer the ownership or custody of the Heritage Resource to another Yukon First Nation or to another aboriginal person.</p> <p>Any granting of access to the public, third parties or Government to Settlement Land shall not divest the Yukon First Nation of the ownership or management of Heritage Resources on Settlement Land.</p> <p>Yukon First Nations shall own all Documentary Heritage Resources found on Settlement Land other than Public Records or records which are the private property of any Person.</p>
<b>REFERENCED CLAUSES:</b>	13.3.1, 13.4.4, 13.4.7, 13.10.8 (See also Chapter 6); Cross reference 13.4.8

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
VGFN	<p>Develop and establish policies and procedures via mechanisms such as community-based research, to:</p> <ul style="list-style-type: none"> <li>- manage Moveable Heritage Resources, Non-Moveable Heritage Resources, Documentary Heritage Resources other than public records found on its Settlement Land and on those Beds of waterbodies owned by VGFN, other than those that are the private property of any Person;</li> <li>- to determine ownership of those records which may be considered private property.</li> </ul> <p>Establish a system to register ownership or custody of Heritage Resources, as required for transfer.</p>	At discretion of VGFN, after the Effective Date
VGFN	Manage resources.	

**Planning Assumptions**

1. Canada and Yukon will assist VGFN to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.

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2. Yukon is taking steps to access funding to provide proper and adequate facilities necessary to clean and restore Moveable Heritage Resources.

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<b>PROJECT:</b>	The ownership and management of ethnographic Moveable Heritage Resources and Documentary Heritage Resources which are directly related to Yukon Indian People and are found in the VGFN Traditional Territory
<b>RESPONSIBLE PARTY:</b>	VGFN, Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	Yukon Heritage Resources Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>Subject to 13.3.5 to 13.3.7, each Yukon First Nation shall own and manage ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person and that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.</p> <p>If more than one Yukon First Nation asserts ownership of a Heritage Resource pursuant to 13.3.2, they shall attempt to resolve the matter among themselves, and, failing resolution, any one of them may refer the matter to the Yukon Heritage Resources Board which shall determine ownership of the Heritage Resource in dispute.</p> <p>In the event that a moveable Heritage Resource found on Non-Settlement Land in a Traditional Territory cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, that object shall be held in custody by Government until the nature of the object has been determined.</p>
<b>REFERENCED CLAUSES:</b>	13.3.2, 13.3.2.1, 13.3.5; (See also 13.3.6 and 13.3.7); Cross reference 13.4.8, 13.5.3.6, 13.6.0, Chapter 10 Schedule A 8.1

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
VGFN	<p>Develop and establish policies and procedures via mechanisms such as community-based research to:</p> <ul style="list-style-type: none"> <li>- manage all ethnographic Moveable Heritage Resources and Documentary Heritage Resources (non-public records) that are found in its respective Traditional Territory;</li> <li>- determine ownership of those records which may be considered private property; and</li> <li>- resolve disputes when more than one Yukon First Nation asserts ownership of a Heritage Resource.</li> </ul> <p>Refer to the Yukon Heritage Resources Board to determine if the object is directly related to the culture and history of Yukon Indian People.</p> <p>Attempt to resolve disputes as they occur.</p>	At discretion of VGFN, after the Effective Date
VGFN	At discretion, refer to the Yukon Heritage Resources Board.	If the YFNs are unable to resolve the dispute among themselves



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Canada or Yukon	Hold in custody any Moveable Heritage Resources found on Non-Settlement Land in a Traditional Territory, that cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, until the nature of the object has been determined.
Canada or Yukon	Manage object, if object found not to be directly related to the culture and history of Yukon Indian People.

**Planning Assumptions**

1. Yukon and Canada will assist VGFN to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.
2. Yukon is taking steps to access funding to provide proper and adequate facilities necessary to clean and restore Moveable Heritage Resources.

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Allocation of Government program resources for the development and management of Heritage Resources of Yukon Indian People
<b>RESPONSIBLE PARTY:</b>	Government, Yukon First Nations
<b>PARTICIPANT/LIAISON:</b>	Yukon Indian People, Yukon Heritage Resources Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>As the Heritage Resources of Yukon Indian People are underdeveloped relative to non-Indian Heritage Resources, priority allocation of Government program resources available from time to time for Yukon Heritage Resources development and management shall, where practicable, be given to the development and management of Heritage Resources of Yukon Indian People, until an equitable distribution of program resources is achieved.</p> <p>Once an equitable distribution of program resources is achieved, Heritage Resources of Yukon Indian People shall continue to be allocated an equitable portion of Government program resources allocated from time to time for Yukon Heritage Resources development and management.</p>
<b>REFERENCED CLAUSES:</b>	13.4.1, 13.4.2; Cross reference 3.5.3.5, 13.5.3.10, 13.1.0

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Responsibility	Activities	Timing
Canada, Yukon, YFNs	Jointly develop terms of reference for a strategic plan to address the objectives in 13.1.0 and the matters in 13.4.1 and 13.4.2 and such other matters related to Heritage Resources as the parties may agree.	Within one year of Settlement Legislation

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Canada, Yukon, YFNs	Develop and approve the strategic plan.	Within two years of Settlement Legislation or as may be agreed
Canada, Yukon, YFNs	At discretion of the Yukon Heritage Resources Board (YHRB), meet with YHRB to provide briefing on content of plan as a basis for the YHRB to monitor implementation of the plan.	As agreed by Parties and the YHRB
Canada, Yukon, YFNs	Implement the plan.	Upon completion
Canada, Yukon, YFNs	Jointly monitor implementation of the plan, and review and amend the plan from time to time as may be agreed.	Ongoing

### Planning Assumptions

1. At discretion of YHRB, parties may consult with YHRB at any time during development of the terms of reference and/or of the plan.
2. The terms of reference may include:
  - an approach that recognizes the historical under-development of the Heritage Resources of Yukon Indian People;
  - criteria for evaluation of progress in achieving an equitable distribution of program resources by Government towards achieving the goals of 13.4.1 and 13.4.2;
  - development of long and short term goals, and priorities with respect to Heritage Resources development, management and equitable distribution of opportunities amongst Yukon First Nations and Traditional Territories;

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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- role and participation of the parties in developing, monitoring, reviewing and amending the plan; and
  - such other matters as the parties may agree.
3. Prior to completion of the plan, the parties agree to work cooperatively to initiate steps towards achieving the objectives in 13.4.1 and 13.4.2.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The development of programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to Yukon Indian People
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Government, where practicable, shall assist Yukon First Nations to develop programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to the culture and history of Yukon Indian People which have been removed from the Yukon, or are retained at present in the Yukon, where this is consistent with the maintenance of the integrity of national or territorial collections.
<b>REFERENCED CLAUSES:</b>	13.4.3; Cross reference 13.10.2, 13.4.8

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
VGFN	Develop and establish policies and procedures relating to repatriation, including policies to determine ownership of those Moveable and Documentary Heritage Resources which may be considered private property.	On initiative of VGFN

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Yukon or Canada	Review and discuss the matter with the VGFN.	At the request of the VGFN
	Determine if facilities are appropriate for repatriation, in that they are consistent with the maintenance of the integrity of national or territorial collections, and provide its view to the VGFN.	As soon as possible after receipt of the request
	Provide technical and information assistance to the VGFN to assist it to develop programs, staff and facilities.	As practicable

### Planning Assumptions

1. Yukon and Canada will assist VGFN to access existing funding programs, including those programs designed to develop facilities to display and house Heritage Resources.
2. Training needs arising from this clause will be addressed by the Training Policy Committee.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with VGFN on Legislation and policies on Heritage Resources in the Yukon

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** VGFN

**OBLIGATIONS ADDRESSED:** Government shall Consult Yukon First Nations in the formulation of Legislation and related Government policies on Heritage Resources in the Yukon.

Yukon First Nations shall be Consulted in the formulation of any Legislation and related Government policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.

**REFERENCED CLAUSES:** 13.4.5 and 13.10.3

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Responsibility	Activity	Timing
Yukon or Canada	Notify VGFN of subject matter of any proposed legislative or policy changes related to Heritage Resources in the Yukon.	As necessary, following Effective Date
VGFN	Prepare and present views to Government.	Within reasonable period of time designated by Government
Yukon or Canada	Provide full and fair consideration to any views presented by the VGFN.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to the VGFN
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to Yukon First Nations.
<b>REFERENCED CLAUSES:</b>	13.4.8; Cross reference 2.7.1

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Yukon or Canada	Facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites, within existing budgets.	As time and resources permit
VGFN, Yukon, Canada	Indicate, in the case of Moveable Heritage Resources and Heritage Sites, the location and origin of the Resources and Sites, where possible.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Development of a manual to include the definition of "ethnographic" and other heritage resources
<b>RESPONSIBLE PARTY:</b>	Yukon First Nations, Yukon
<b>PARTICIPANT/LIAISON:</b>	Yukon Heritage Resources Board, Canada
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Board may make recommendations to the Minister and to Yukon First Nations on:</p> <p>the development, revision and updating of a manual including definitions of ethnographic, archaeological, palaeontological and historic resources, to facilitate the management and interpretation of these resources by Government and Yukon First Nations, such manual to be developed by Yukon First Nations and Government;</p>
<b>REFERENCED CLAUSES:</b>	<p>13.5.3.6;</p> <p>Cross reference 13.3.2.1, 13.3.6, 13.3.7, 13.5.4</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon First Nations or Yukon	Notify parties of desire to begin development of manual.	At discretion
Yukon First Nations and Yukon	Convene meeting to discuss.	As arranged by parties
Yukon and Yukon First Nations	Notify Yukon Heritage Resources Board that manual is being prepared and seek input.	Upon readiness of parties to undertake development of manual
Yukon Heritage Resources Board	Make recommendation to Yukon, Yukon First Nation and Canada (CPS) regarding the contents of manual.	As soon as practicable after notice received

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Yukon and Yukon First Nations	Reach agreement on content of manual.	As soon as practicable
Yukon and Yukon First Nations	Provide Canada (CPS) with definitions to be used in manual, and ask for response.	After agreement reached between Yukon and Yukon First Nations
Canada (CPS)	Respond to Yukon and Yukon First Nations.	Within a reasonable period of time
Yukon and Yukon First Nation	Incorporate Canada (CPS) comments in manual, as agreed by Yukon First Nations and Yukon. Complete manual.	As soon as practicable

### Planning Assumptions

1. When making recommendations respecting issues affecting lands administered by the Canadian Parks Service, the Yukon Heritage Resources Board will address recommendations to the Minister of the Environment.
2. In developing a definition of ethnographic, palaeontological objects etc., it is expected that the Yukon, Yukon First Nations, and the Canadian Parks Service will agree on a single definition.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The distribution of research or interpretive reports regarding Yukon Heritage Resources
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Research or interpretive reports produced by Government or its agents regarding Yukon Heritage Resources shall be made available to the affected Yukon First Nation.</p> <p>Where feasible, research reports in 13.7.1 or portions thereof, shall be made available to the public, recognizing that some reports may be restricted due to the sensitive nature of the information contained therein.</p>
<b>REFERENCED CLAUSES:</b>	13.7.1 and 13.7.2; Cross reference 2.7.1

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Yukon and Canada	Provide a list of existing reports and, as practicable, reports in preparation which affect the VGFN.	At request of VGFN
	Make available to VGFN completed research or interpretive reports which it has produced or commissioned, which affect the VGFN.	Upon request by VGFN.
VGFN	Notify Government if it has any concerns regarding the report containing information of a sensitive nature.	Before released to the public

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Yukon or Canada

Make a determination, based on concerns expressed by the VGFN and/or access to information and privacy legislation whether to release to public.

**Planning Assumption**

1. Government shall make best efforts to recognize and respect the sensitivity expressed by VGFN pertaining to publication of such reports, consistent with 13.1.1.1.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The provision of written inventories of sites within the Vuntut Gwitchin First Nation Traditional Territory identified as Heritage Sites.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	If, as of the Effective Date of this Agreement, Government has a prepared written inventory of sites within the Vuntut Gwitchin First Nation Traditional Territory identified by Government as Heritage Sites, Government shall make a copy of the written inventory available to the Vuntut Gwitchin First Nation.
<b>REFERENCED CLAUSES:</b>	13.8.1.2 (a)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada and Yukon	If a written inventory of sites within the VGFN Traditional Territory identified by Government as Heritage Sites has been prepared as of the Effective Date, provide a copy to the VGFN.	As soon as practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The interim protection of a Heritage Site directly related to the culture and heritage of Vuntut Gwitchin.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>when requested by the Vuntut Gwitchin First Nation, Government shall consider protection within existing Legislation for a period of time of a Heritage Site directly related to the culture and heritage of Vuntut Gwitchin which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Vuntut Gwitchin Traditional Territory, pending a decision by the Minister whether to designate the Heritage Site as a Designated heritage Site;</p> <p>Government shall Consult with the Vuntut Gwitchin First Nation regarding the terms and conditions of the temporary protection which might apply to the Heritage Site; and</p>
<b>REFERENCED CLAUSES:</b>	13.8.1.2 (b) and 13.8.1.2 (c)

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Request, from Government, protection within existing Legislation for a period of time of a Heritage site within VGFN Traditional Territory (Non-Settlement Land, Category B or Fee Simple Settlement Land) pending decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site. Provide views regarding the terms and conditions of the temporary protection.	When interim protection desired
Canada, Yukon	Provide fair and full consideration to request for interim protection and VGFN views regarding terms and conditions of the temporary protection.	As soon as practicable after request of VGFN
Canada, Yukon	Make determination whether to provide interim protection, and on any terms and conditions of same.	

**Planning Assumption**

1. The above activities should be completed as expeditiously as possible so that where interim protection is deemed to be required, it can be secured without unnecessary delays.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The identification of proposed Designated Heritage Sites within the Vuntut Gwitchin First Nation Traditional Territory.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Government shall advise the Vuntut Gwitchin First Nation when land within the Vuntut Gwitchin First Nation Traditional Territory is identified by Government as a proposed Designated Heritage Site.
<b>REFERENCED CLAUSES:</b>	13.8.1.2 (d)

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Provide written notice to VGFN when land within the VGFN Traditional Territory is identified by Canada or Yukon as a proposed Designated Heritage Site.	As soon as practicable after identification

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The proposal to enter into agreements with respect to the ownership and management of Designated Heritage Sites within Vuntut Gwitchin First Nation Traditional Territory.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	The Vuntut Gwitchin First Nation and Government may enter into agreements with respect to the ownership and management of Designated Heritage Sites.
<b>REFERENCED CLAUSES:</b>	13.8.1.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, VGFN	Propose to enter into an agreement with respect to the ownership and management of Designated Heritage Sites.	At the request of either party
Canada, Yukon, VGFN	Review and respond to the proposals.	As soon as practicable after receipt of the proposal
Canada, Yukon, VGFN	At the discretion of the parties, address specific requirements for the negotiation process.	As soon as practicable, if negotiations are to be pursued
Canada, Yukon, VGFN	Negotiate matter and accept or refuse proposal.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The provision for the use of the Gwitchin language in interpretive displays and signage.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Management plans for Designated Heritage Sites directly related to the culture and heritage of Vuntut Gwitchin may provide for the use of the Gwitchin language in interpretive displays and signage.
<b>REFERENCED CLAUSES:</b>	13.8.1.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, VGFN	At discretion, include provisions in the management plan for the use of the Gwitchin language in interpretive displays and signage.	When developing or amending a management plan



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The management of research activities at sites which may contain Moveable Heritage Resources
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government and the affected Yukon First Nation shall institute a permit system for research at any site which may contain Moveable Heritage Resources.</p> <p>Government and the affected Yukon First Nation shall consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.</p>
<b>REFERENCED CLAUSES:</b>	13.8.3 and 13.8.2; Cross reference 13.3.1, 5.5.1

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Yukon, Canada, VGFN	Establish joint guidelines and conditions for a permit system within VGFN Traditional Territory to control research activities at any site which may contain Moveable Heritage Resources.	After Effective Date
VGFN	Establish guidelines and conditions for a permit system to control research activities at any site which may contain Moveable Heritage Resources on Settlement Land, to the extent that the VGFN wishes to vary guidelines set by three Parties.	After Effective Date

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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VGFN, Government

Institute permit system.

VGFN

Monitor and enforce the  
guidelines and conditions  
applicable to Settlement  
Land via 5.5.1.

As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The issue of permits for research at Heritage Sites directly related to the culture and heritage of Vuntut Gwitchin.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Government shall Consult the Vuntut Gwitchin First Nation before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Vuntut Gwitchin in the Vuntut Gwitchin Traditional Territory.
<b>REFERENCED CLAUSES:</b>	13.8.3.1; Cross reference 13.8.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Notify the VGFN of a request for a research permit. Provide details.	Before issuing a permit for research at a Heritage Site
VGFN	Prepare and present views regarding the request for a permit.	Within a reasonable period of time
Canada, Yukon	Provide full and fair consideration of views presented.  Notify VGFN of decision.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The control of access to Designated Heritage Sites
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	Yukon Heritage Resources Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>Access to Designated Heritage Sites shall be controlled in accordance with the terms of site management plans which have been reviewed by the Board, and approved and implemented by Government or the affected Yukon First Nation.</p> <p>Government and the affected Yukon First Nation, when controlling access to Designated Heritage Sites, shall consider: the interests of permitted researchers; the interest of the general public; and the requirements of special events and traditional activities.</p>
<b>REFERENCED CLAUSES:</b>	13.8.4, 13.8.5; Cross reference 10.5.1, 10.5.2, 13.8.1, 13.8.2

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Yukon, Canada, VGFN	Establish procedures to control access to these Sites in accordance with the terms of site management plans.	As soon as practicable after Effective Date and after completion of management plans
Designated management authority	Control access in accordance with plans.	After plans developed

**Planning Assumption**

1. Monitoring and enforcement of access provisions will be the responsibility of the management authority as designated in the management plans.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The protection of Heritage Resources accidentally discovered on VGFN Settlement Land.
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>A Person who accidentally discovers a Heritage Resource on Settlement Land of the Vuntut Gwitchin First Nation shall take such steps as are reasonable in all circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the Vuntut Gwitchin First Nation.</p> <p>A Person described in 13.8.7.1 who is not exercising a right of access or a right to use Settlement Land of the Vuntut Gwitchin First Nation provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Vuntut Gwitchin First Nation.</p> <p>A Person described in 13.8.7.1 who is exercising a right of access or a right to use Settlement Land of the Vuntut Gwitchin First Nation provided for in this Agreement shall not further disturb a Heritage Site or a Moveable Heritage Resource unless permitted by the Laws of General Application and that Person obtains:</p> <ul style="list-style-type: none"><li>(a) the consent of the Vuntut Gwitchin First Nation; or</li><li>(b) failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing of the Heritage Site or Moveable Heritage Resource.</li></ul>
<b>REFERENCED CLAUSES:</b>	13.8.7.1, 13.8.7.2 and 13.8.7.3

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Develop procedures with respect to the reporting of accidental discovery of a Heritage Resource and the safeguarding of the Heritage Resource.	After Effective Date
VGFN	Receive report of accidental discovery of a Heritage Resource. Ensure disturbance of site has ceased.	As soon as practicable after discovery
VGFN	Grant or deny consent to further disturb a Heritage Site or Moveable Heritage Resource.	If request made
VGFN	Respond to Surface Rights Board application.	If Person with a right of access applies to Surface Rights Board



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The protection of Documentary Heritage Resources accidentally discovered (on Settlement Land) and reported to the Vuntut Gwitchin First Nation.
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Vuntut Gwitchin First Nation shall report, as soon as practicable, to Government the discovery of any Documentary Heritage Resource reported to the Vuntut Gwitchin First Nation under 13.8.7.1.</p> <p>Government and the Vuntut Gwitchin First Nation shall attempt to agree whether a Documentary Heritage Resource described in 13.8.7.4 is a Public Record or a Non-Public Record, and, failing agreement, either may refer the matter to the dispute resolution process under 26.3.0.</p> <p>If a Documentary Heritage Resource is a Non-Public Record, the Vuntut Gwitchin First Nation shall make reasonable efforts to determine if it is privately owned.</p>
<b>REFERENCED CLAUSES:</b>	13.8.7.4, 13.8.7.5 and 13.8.7.6; Cross reference 13.8.7.1 and 26.3.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Report to Yukon the discovery of any Documentary Heritage Resource reported to the VGFN under 13.8.7.1.	As soon as practicable after report under 13.8.7.1

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Yukon, VGFN

Attempt to agree whether  
the Documentary Heritage  
Resource is a Public Record  
or a Non-Public Record.

Refer the matter to  
mediation under 26.3.1, if  
failure to reach an  
agreement.

At discretion of either Party

VGFN

Make reasonable efforts to  
determine if it is privately  
owned.

After a Documentary  
Heritage Resource is  
classified as a Non-Public  
Record

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The establishment of procedures to manage VGFN Burial Sites on Settlement Land
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:</p> <p>restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Sites;</p> <p>and provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation on whose Traditional Territory the burial site is located shall be informed, and the burial site shall not be further disturbed.</p>
<b>REFERENCED CLAUSES:</b>	13.9.1, 13.9.1.1, and 13.9.1.3; Cross reference 13.9.2

Responsibility	Activity	Timing
VGFN	<p>Develop and establish policies and procedures to:</p> <ul style="list-style-type: none"><li>- manage and protect VGFN Burial Sites;</li><li>- restrict access;</li><li>- report discovery of Burial Site; and</li><li>- prevent disturbance.</li></ul> <p>Manage Burial Sites in accordance with established procedures.</p>	After Effective Date

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The establishment of procedures to manage VGFN Burial Sites <b>on Non-Settlement Land</b>
<b>RESPONSIBLE PARTY:</b>	Government, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall: restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Sites;</p> <p>where the Yukon First Nation Burial Site is on Non-Settlement Land, require the joint approval of Government and the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located for any management plans for the Yukon First Nation Burial Site; and</p> <p>and provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation on whose Traditional Territory the burial site is located shall be informed, and the burial site shall not be further disturbed.</p>
<b>REFERENCED CLAUSES:</b>	13.9.1, 13.9.1.1, 13.9.1.2 and 13.9.1.3

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Government, VGFN	Develop and establish procedures to: <ul style="list-style-type: none"> <li>- manage and protect VGFN Burial Sites on Non-Settlement Land;</li> <li>- restrict access;</li> <li>- inform VGFN when a Burial Site is discovered;</li> </ul> and <ul style="list-style-type: none"> <li>- prevent further disturbance.</li> </ul>	After Effective Date
Government, VGFN	Jointly approve management plans, if developed.	After the development of a management plan

**Planning Assumption**

1. During the development of procedures, the parties will exchange information on any known burial sites within the VGFN Traditional Territory.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	The determination of terms and conditions upon which a VGFN Burial Site may be further disturbed following its discovery
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where a Person discovers a Yukon First Nation Burial Site in the course of carrying on an activity authorized by Government or a Yukon First Nation, as the case may be, that Person may carry on the activity with the agreement of the Yukon First Nation on whose Traditional Territory the site is located.</p> <p>In the absence of agreement under 13.9.2 the Person may refer the dispute to arbitration under 26.7.0 for a determination of the terms and conditions upon which the site may be further disturbed.</p>
<b>REFERENCED CLAUSES:</b>	13.9.2, 13.9.3; Cross reference 13.9.1

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
VGFN	Review application for consent to pursue authorized activity and establish any necessary terms or conditions, or withhold consent.	Upon receipt of notice
VGFN	If no agreement with respect to terms and conditions, respond to referral to arbitration under 26.7.0.	If referenced to arbitration



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Development of policies and procedures re: the exhumation, examination and reburial of human remains

**RESPONSIBLE PARTY:** VGFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Any exhumation, examination, and reburial of human remains from a burial site of a Yukon First Nation ordered by an arbitrator under 13.9.3 shall be done by, or under the supervision of, that Yukon First Nation.

Except as provided in 13.9.2 to 13.9.4, any exhumation, scientific examination and reburial of remains from Yukon First Nation Burial sites shall be done at the discretion of the affected Yukon First Nation.

**REFERENCED CLAUSES:** 13.9.4 and 13.9.5;  
Cross reference 13.9.1, 13.9.3

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Responsibility	Activity	Timing
VGFN	Develop and establish policies and procedures with respect to further disturbance of a burial site and the exhumation, examination, and reburial of human remains.	At discretion of VGFN after Effective Date
VGFN	Supervise any exhumation, examination and reburial of human remains.	If an order made by arbitrator

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The provision of Documentary Heritage Resources in Government custody for copying by the VGFN
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	In accordance with Government policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to agreements respecting the records, Government shall make available to a Yukon First Nation, for copying, Documentary Heritage Resources in Government custody relating to that Yukon First Nation.
<b>REFERENCED CLAUSES:</b>	13.10.2; Cross reference 13.4.8, 2.7.1

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Government	Make available to the VGFN any existing list of Documentary Heritage Resources in Government custody relating to the VGFN.	At request of VGFN
	Make available for copying any of the Documentary Heritage Resources.	At request of VGFN

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The management of Documentary Heritage Resources relating to Yukon Indian People
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	Yukon First Nations, Yukon Indian Elders
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall, where practicable, Consult and cooperate with the affected Yukon First Nations on the management of Documentary Heritage Resources in the Yukon relating to Yukon Indian People.</p> <p>Government shall Consult and cooperate with Yukon First Nations in the preparation of displays and inventories of Documentary Heritage Resources in the Yukon relating to the Yukon Indian People.</p> <p>Government and Yukon First Nations may work cooperatively with Yukon Indian Elders on the interpretation of Documentary Heritage Resources relating to Yukon Indian People.</p>
<b>REFERENCED CLAUSES:</b>	13.10.4, 13.10.5 and 13.10.7; Cross reference 13.3.1, 13.3.2, 13.10.3, 13.4.3

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
Yukon, Canada	Notify YFNs of Documentary Heritage Resources relating to Yukon Indian People held by Government and anticipated management plans for those collections. Provide details.	As practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

	Notify YFNs of proposed displays and inventories of Documentary Heritage Resources in the Yukon pertaining to its Yukon Indian People. Provide details.	Prior to planning such displays and inventories
YFNs	<p>Prepare and present views to Government regarding the management of Documentary Heritage Resources pertaining to its Yukon Indian People.</p> <p>Prepare and present views to Government regarding proposed displays and inventories of Documentary Heritage Resources pertaining to its Yukon Indian People.</p>	Within a reasonable period of time
Yukon, Canada	<p>Provide full and fair consideration to views presented by the YFNs re: management of Documentary Heritage Resources related to its Yukon Indian People.</p> <p>Provide full and fair consideration to views presented by YFNs re: proposed displays and inventories of Documentary Heritage Resources pertaining to its Yukon Indian People.</p>	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

Yukon, Canada, Yukon Indian Elders, YFNs	Work co-operatively on the interpretation of Documentary Heritage Resources relating to its Yukon Indian People.	As required
Yukon, Canada, YFNs	Work co-operatively in the preparation of displays and inventories of Documentary Heritage Resources.	As required
	Work co-operatively on the management of Documentary Heritage Resources in the Yukon relating to its Yukon Indian People.	

**Planning Assumptions**

1. Original copies of Documentary Heritage Resources relating to Yukon Indian People will be preserved according to recognized archival standards consistent with the maintenance of the integrity of national or territorial collections and agreements with donors; duplicate copies may be produced in accordance with policies and procedures for copying documentary heritage collections (reference 13.10.2) for deposit in Yukon First Nation collections when originals remain in government custody.
2. Copies of inventories of Documentary Heritage Resources relating to Yukon Indian People will be made available to Yukon First Nations as requested.
3. Translations of Documentary Heritage Resources may be required if Elders are to be involved in their interpretation.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with VGFN by the Yukon Geographical Place Names Board

**RESPONSIBLE PARTY:** Yukon Geographical Place Names Board

**PARTICIPANT/LIAISON:** VGFN, Canada

**OBLIGATIONS ADDRESSED:** When considering the naming or renaming of places or features located within the Traditional Territory of a Yukon First Nation, or when acting with a federal agency where joint jurisdiction over the naming of the place or feature exists, the Yukon Geographical Place Names Board shall Consult with that Yukon First Nation.

**REFERENCED CLAUSES:** 13.11.2;  
Cross reference 13.11.1, 13.11.4

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Responsibility	Activity	Timing
Yukon Geographical Place Names Board	Notify VGFN when considering the naming of a place or feature within VGFN Traditional Territory.	As required
VGFN	Prepare and present its views to Yukon Geographical Place Names Board.	Within a reasonable period of time
Yukon Geographical Place Names Board	Provide full and fair consideration to views presented.	



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Naming of geographical features on Settlement Land and the inclusion of traditional aboriginal place names on revised maps of the NTS series
<b>RESPONSIBLE PARTY:</b>	VGFN, Canada
<b>PARTICIPANT/LIAISON:</b>	Yukon Geographical Place Names Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>A Yukon First Nation may name or rename places or geographical features on Settlement Land and such place names shall be deemed to be approved by the Yukon Geographical Place Names Board.</p> <p>Traditional aboriginal place names shall be included, to the extent practicable and in accordance with map production specifications of Canada, on revised maps of the National Topographic Series.</p>
<b>REFERENCED CLAUSES:</b>	13.11.3, 13.11.4; Cross reference 13.11.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Develop and establish policies and conduct community-based research re: the naming or renaming of geographic features on its Settlement Land.	As needed
VGFN	Provide name to Yukon Geographical Place Names Board.	As appropriate
YGPNB	Communicate acceptance and approval of place name to Canada.	As soon as practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

VGFN, Canada	Investigate and use best efforts to conclude arrangements to include names on revised NTS maps.	As appropriate
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**Planning Assumption**

1. It is expected that the mapping division of the Council for Yukon Indians and any Yukon First Nation-controlled mapping company will investigate contract arrangements for map production with EMR.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The invitation for public tenders for contracts and the offer of fixed term contracts associated with the management of a Designated Heritage Site within the Vuntut Gwitchin First Nation Traditional Territory.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall provide written notice to the Vuntut Gwitchin First Nation of any invitation for public tenders for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.</p> <p>The Vuntut Gwitchin First Nation shall have the first opportunity to accept any fixed term contract offered by Government associated with the management of a Designated Heritage Site directly related to the history and culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.</p> <p>Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.</p> <p>Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any fixed term contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Yukon Indian People within the Vuntut Gwitchin First Nation Traditional Territory.</p>
<b>REFERENCED CLAUSES:</b>	13.12.1.1, 13.12.1.3, 13.12.1.4 and 13.12.1.5; Cross reference 13.12.1.7

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## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
Canada, Yukon	<p>Notify VGFN of any fixed term contract being offered by Government.</p> <p>Provide VGFN with first opportunity to accept the fixed term contract.</p>	From time to time
VGFN	Provide response to Government whether to accept fixed term contract.	Within accepted limits under contract regulations
Canada, Yukon	Provide VGFN with written notice of an invitation for public tenders associated with the management of a Heritage Site which is directly related to the history or culture of Yukon Indian People within the VGFN Traditional Territory.	From time to time after the Effective Date when invitation for public tender is issued

### Planning Assumption

1. The activities above will be carried out in a manner consistent with 22.5.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The hiring of extra personnel to carry out work at the Lapierre House or Rampart House Designated Heritage Sites.
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Where the Yukon requires extra personnel to carry out work on the LaPierre House Designated Heritage Site or the Ramparts House Designated Heritage Site, the Yukon shall hire Vuntut Gwitchin who are qualified and available.
<b>REFERENCED CLAUSES:</b>	13.12.1.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify VGFN of need for extra personnel.	As required
VGFN	At discretion, provide names of qualified and available Vuntut Gwitchin candidates.	Within a reasonable period of time
Yukon	Make selection of qualified candidates.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The development of contract opportunities associated with the management of a Heritage Site directly related to the history and culture of Yukon Indian People in the Vuntut Gwitchin Traditional Territory.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history and culture of Yukon Indian People in the Vuntut Gwitchin First Nation Traditional Territory:</p> <ul style="list-style-type: none"><li>(a) a criterion for Vuntut Gwitchin employment; and</li><li>(b) a criterion for special Vuntut Gwitchin employment or special knowledge or experience related to the Heritage Site.</li></ul> <p>Nothing in 13.12.1.6 shall be construed to mean that a criterion for Vuntut Gwitchin knowledge or experience shall be the determining criterion in awarding any contract.</p>
<b>REFERENCED CLAUSES:</b>	13.12.1.6 and 13.12.1.7; Cross reference 13.12.1.1, 13.12.1.2

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Include a criterion for VGFN employment and a criterion for special VGFN knowledge and experience related to the Heritage Site in any contract which it intends to develop that is associated with the management of a Heritage Site directly related to the history and culture of the Yukon Indian People within the VGFN Traditional Territory.	From time to time after Effective Date

**Planning Assumption**

1. Yukon will seek input from VGFN in developing criteria for Vuntut Gwitchin employment or for special Vuntut Gwitchin experience or knowledge.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The establishment of the Lapierre House and Rampart House historic sites as Designated Heritage Sites.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Canada shall transfer to the Yukon the administration and control of Lapierre House and Rampart House excepting that part of Rampart House situated within 60 feet of the Canada - United States of America (Alaska-Yukon) boundary and excepting any part of Lot One, Group 1301, Plan 3S102 CLSR 1221, LTO to which fee simple title has been raised.</p> <p>The Yukon shall cause fee simple title to Lapierre House and to that part of Rampart House transferred pursuant to 2.1 to be raised in the names of the Commissioner of the Yukon and the Vuntut Gwitchin First Nation as tenants in common as soon as practicable following the transfer set out in 2.1.</p> <p>The Yukon shall establish Rampart House and Lapierre House as historic sites under the <u>Historic Resources Act</u>, S.Y. 1991, c.8, as soon as practicable following the raising of fee simple title pursuant to 2.2.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 13 Schedule B 2.1, 2.2 and 2.3; Cross reference 13.8.1.1

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Transfer to Yukon the administration and control of Lapierre House and of Rampart House, excepting that part of Rampart House situated within 60 feet of the Canada - United States boundary and excepting any part of Lot One, Group 1301 Plan 3S102 CLSR 1221, LTO to which fee simple title has been raised.	After Effective Date
Yukon	Cause fee simple title to Lapierre House and that part of Rampart House under its administration to be raised in the names of the Commissioner of the Yukon the VGFN as tenants in common.	As soon as practicable after the transfer is complete
	Establish Lapierre House and Rampart House as historic sites under the <u>Historic Resources Act</u> , S.Y. 1991, c.8.	As soon as practicable after title is raised

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The removal of land forming part of Rampart House or Lapierre House from historic site status under the <u>Historic Resources Act</u> .
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	No land forming part of Rampart House or Lapierre House shall be removed from historic site status under the <u>Historic Resources Act</u> S.Y. 1991, c.8, without the consent of the Vuntut Gwitchin First Nation.
<b>REFERENCED CLAUSES:</b>	Chapter 13 Schedule B 2.4; Cross reference 2.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Identify lands.	If Yukon wishes to remove a part of Rampart House or Lapierre House from historic site status
	Inform VGFN of its wish to remove such lands and seek its consent for the removal of such lands.	
VGFN	Review request and grant or deny consent.	
Yukon	Remove such lands.	If consent granted

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The development of a management plan for Lapierre House and Rampart House.
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	Yukon Heritage Resources Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>A management committee shall be established for Rampart House and Lapierre House, with three appointees of the Vuntut Gwitchin First Nation and three appointees of Government.</p> <p>Government and the Vuntut Gwitchin First Nation shall prepare jointly a management plan for Rampart House and a management plan for Lapierre House.</p> <p>Government and the Vuntut Gwitchin First Nation shall refer each proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 13 Schedule B 3.1, 3.2, and 3.7; Cross reference Chapter 13 Schedule B 3.3, 3.4, 3.5, 3.6, 4.3, 5.1, 5.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, VGFN	Hold initial meeting to prepare a workplan for development of the management plan(s) pursuant to chapter 13, Schedule B, 3.3, 3.4 and 3.5, also considering 4.3.	Within first year of the Effective Date so that resource requirements can be addressed in the parties' future budgets
Yukon, VGFN	In accordance with the workplan, develop the management plans in accordance with the work plan.	Best efforts to complete within 5 years of the Effective Date, consistent with the workplan

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

Yukon, VGFN	Refer each proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.	Once proposed management plan is developed
Yukon Heritage Resources Board	Review each management plan and make any recommendations to Yukon and the VGFN.	Within a reasonable period of time after receipt of proposed management plan
Yukon, VGFN	Finalize each plan and establish a management committee in accordance with Chapter 13, Schedule B, 3.1.	

**Planning Assumptions**

1. The workplan discussions in the initial meeting will identify timelines, budgetary and other resources required and each party's participation in the process of developing the plan.
2. When developing the management plan, the parties will address the role of the management committee in managing the sites.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The completion and approval of the management plan for Lapierre House and Rampart House.
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government and the Vuntut Gwitchin First Nation shall make best efforts to complete the management plans within five years of the Effective Date of this Agreement.</p> <p>The Minister and the Vuntut Gwitchin First Nation shall jointly approve the management plan for Rampart House and the management plan for Lapierre House.</p> <p>If the Minister and the Vuntut Gwitchin First Nation are unable to agree on the terms of a management plan, the Minister or the Vuntut Gwitchin First Nation may refer the dispute to the dispute resolution process under 26.3.0.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 13 Schedule B 3.6, 4.1 and 4.2; Cross reference 26.3.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon and VGFN	Complete each management plan.	Best efforts within 5 years of the Effective Date, or as soon as practicable thereafter
Minister and VGFN	Approve each management plan.	
Minister or VGFN	At discretion, refer matter to the dispute resolution process under 26.3.0.	If failure to agree on terms of management plan(s)

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The review of the management plans for Lapierre House and Rampart House.
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Government and the Vuntut Gwitchin First Nation shall review each management plan no later than 10 years after its initial approval and not less than every 10 years thereafter.
<b>REFERENCED CLAUSES:</b>	Chapter 13 Schedule B 4.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN, Yukon	Meet to establish the terms of reference for a joint review of each management plan and identify resources required to undertake the review.	No later than the ninth year following the approval of the management plan as needed so that resource requirements can be addressed in the parties' budgets for the tenth year
VGFN, Yukon	Complete review as agreed.	No later than 10 years after its initial approval

**Planning Assumptions**

1. The cycle of activities, including timing, will repeat for all subsequent reviews.
2. Discussions in the meeting will identify timelines, budgetary and other resources required and each other party's participation in carrying out the review.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Amendments of the management plans for Lapierre House and Rampart House
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Government and the Vuntut Gwitchin First Nation shall refer any proposed amendment to the management plan for Rampart House or the management plan for Lapierre House to the Yukon Heritage Resources Board for its review and recommendations.
<b>REFERENCED CLAUSES:</b>	Chapter 13 Schedule B 4.4; Cross reference Chapter 13 Schedule B 4.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, VGFN	Refer any proposed amendment to the Yukon Heritage Resources Board for its review and recommendations.	
Yukon Heritage Resources Board	Review proposed amendment(s) and make any recommendations to Yukon and VGFN.	Within a reasonable period of time after receipt of proposed amendments to the management plans
VGFN, Yukon	Consider recommendations of the Yukon Heritage Resources Board.	Within a reasonable period of time after receipt of recommendations
VGFN, Yukon	Amend the management plan.	If agreed by parties

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	The withdrawal of mines and minerals within Lapierre House and Rampart House from locating, prospecting and mining
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Government shall withdraw the mines and minerals within Rampart House and Lapierre House from locating, prospecting and mining under the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c.Y-4 and the <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c.Y-3, and from exploration and development under the <u>Canada Petroleum Resources Act</u> , R.S.C. 1985, c. C-36 (2nd Supp.).
<b>REFERENCED CLAUSES:</b>	Chapter 13 Schedule B 6.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Withdraw mines and mineral rights and petroleum rights to Lapierre House and to Rampart House.	As soon as practicable after Effective Date

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Renewal or replacement of Water Licences
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Yukon Water Board
<b>OBLIGATIONS ADDRESSED:</b>	Where the term of a licence described in 14.7.3 is five years or more, the licensee shall have the right to apply to the Board for a renewal or replacement of the licence. The Board shall require that written notice of the application be given, in a form satisfactory to the Board, to the affected Yukon First Nation, and shall provide the affected Yukon First Nation an opportunity to be heard concerning terms and conditions to be attached to the renewal or replacement for the protection of the interest of the Yukon First Nation.
<b>REFERENCED CLAUSES:</b>	14.7.4; Cross reference 14.7.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Receive written notice that an application has been made to renew or replace a licence with a term of five years or more for Water on or flowing through Settlement Land.	As required
VGFN	Review notice and prepare and present view to the Yukon Water Board on terms and conditions which should be attached to the replacement or renewal to protect the VGFN interests.	Within timeframe provided by the Yukon Water Board or as stipulated in Legislation

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Access to Settlement Land -- With consent for exercise of a Water right
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Person seeking access and Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	Unless a Person has a right of access without the consent of the affected Yukon First Nation, a Person requiring the use of Settlement Land other than the Parcel covered by that Person's interest under 14.7.1 in order to exercise a right to use Water under 14.7.1 and 14.7.3 has a right of access to use that Settlement Land with the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out terms and conditions of access.
<b>REFERENCED CLAUSES:</b>	14.7.5; Cross reference 14.7.1, 14.7.3, 14.12.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Receive request for access to Settlement Land to exercise a right to use Water granted under 14.7.1 or 14.7.3.	After the Effective Date
VGFN	Determine whether or not access will be granted and set terms and conditions of access if appropriate.	Upon request
VGFN	Notify applicant of decision.	Within a reasonable time
VGFN	Prepare for and respond to application before the Surface Rights Board.	Upon notice that a referral has been made subsequent to refusal of access



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Compensation payable in relation to Licences existing on the date that land became Settlement Land
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Holder of Water Licence, Yukon Water Board
<b>OBLIGATIONS ADDRESSED:</b>	After three years from the Effective Date of a Yukon First Nation Final Agreement and only in respect to the term following the expiry of that three year period, a Person holding a Licence described in 14.7.3 shall be liable to pay compensation under the provisions of this chapter to the Yukon First Nation in respect of the exercise of such Licence, and shall be subject to the provisions of 14.11.0 and 14.12.0.
<b>REFERENCED CLAUSES:</b>	14.7.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Attempt to negotiate agreement with Licence holder.	At discretion after three years from the Effective Date
VGFN	Apply to Yukon Water Board for determination or compensation related to any Licence described in activity 14.7.3.	At discretion if no agreement is reached

**Planning Assumption**

1. This is a one-time activity in respect of each Licence described in activity 14.7.3. Any subsequent replacement or renewal of a Licence described will be consistent with the operation of this chapter.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Shared drainage basin agreements
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN, Yukon, Government of the Northwest Territories, Government of British Columbia, Government of Alaska
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall make best efforts to negotiate Water management agreements with other jurisdictions which share drainage basins with the Yukon.</p> <p>Government shall Consult with affected Yukon First Nations with respect to the formulation of Government positions on the management of Water in a shared drainage basin within those Yukon First Nations' Traditional Territories in negotiating an agreement pursuant to 14.10.1</p>
<b>REFERENCED CLAUSES:</b>	14.10.1, 14.10.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Identify jurisdictions which share drainage basins with Yukon.	Within one year of the effective date of Settlement Legislation
Government	<p>Contact identified jurisdictions and attempt to initiate discussions on Water management agreements.</p> <p><u>If agreement to negotiate is reached with other jurisdictions:</u></p> <p>Notify VGFN that Government is formulating positions on Water management in a specified</p>	As practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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shared drainage basin and  
provide relevant  
information.

VGFN	Review information and prepare and present views to Government.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented and integrate views into Government position as practicable.	Prior to finalizing Government position

**Planning Assumptions**

1. Once negotiations have been established with another jurisdiction, affected Yukon First Nations will be kept apprised of progress towards interjurisdictional agreements and will be consulted periodically pursuant to this clause on the formulation of government positions.
2. Affected Yukon First Nations will be consulted pursuant to this clause during discussions related to the amendment of any Water management agreement that is reached.
3. It is acknowledged that current arrangements for the negotiation of Water management agreements between jurisdictions include the participation of affected Yukon First Nations in the briefing and preparation for negotiations and in the negotiation sessions.

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<b>PROJECT:</b>	Preparation for Yukon Water Board compensation proceedings
<b>RESPONSIBLE PARTY:</b>	VGFN, Yukon Indian Person
<b>PARTICIPANT/LIAISON:</b>	Yukon Water Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>When determining the amount and terms of compensation to be paid to a Yukon First Nation pursuant to this chapter, the Board shall consider:</p> <ul style="list-style-type: none"><li>- the effect of the Water Use on the Yukon First Nation's Use of Water on or adjacent to its Settlement Land;</li><li>- the effect of the Water Use on the Yukon First Nation's Settlement Land, taking into account any cultural or special value of the land to the Yukon First Nation;</li><li>- the nuisance, inconvenience and noise caused by the Water Use to the Yukon First Nation on Settlement Land;</li><li>- the increment of the Water alteration caused by the Water Use;</li><li>- the duration of any of the above; and</li><li>- any other factors set out in the <u>Northern Inland Waters Act</u>, R.S.C. 1985, c.N-25.</li></ul>

In a determination pursuant to 14.12.3, of compensation payable to a Yukon First Nation, the loss or damage suffered by the Yukon First Nation for activity contrary to 14.8.1 shall include the loss or damage suffered by a Yukon Indian Person enrolled under that Yukon First Nation Final Agreement, but shall not include loss or damage compensable pursuant to 14.9.2.

In determining loss or damage suffered by a Yukon Indian Person under 14.12.4, the Board shall consider:

- the effect of the Water Use on the Yukon Indian Person's Use of Water on or adjacent to the affected Yukon First Nation's Settlement Land;
- the effect of the Water Use on Fish and Wildlife Harvesting by the Yukon Indian Person enrolled under that Yukon First Nation Final Agreement;

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- the increment of the Water alteration caused by the Water Use;
- the duration of any of the above; and
- any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c.N-25.

When determining the amount and terms of compensation to be paid to a Yukon Indian Person pursuant to 14.9.2, the Board shall consider:

- subject to 14.12.6.2, the effect of the unlawful Use of Water on the Yukon Indian Person's Traditional Use of Water in that Yukon Indian Person's Traditional Territory;
- the effect of the unlawful Use of Water on a Yukon Indian Person's Traditional Use in relation to traditional heritage, culture and spiritual purposes, but only on or adjacent to the Settlement Land of the Yukon First Nation under whose Yukon First Nation Final Agreement that Yukon Indian Person is enrolled;
- the incremental effect of the unlawful Use of Water on the Yukon Indian Person's Traditional Use;
- the cost to the Yukon Indian Person of mitigation of damage caused to Settlement Land and restoration of Settlement Land for the Traditional Use;
- the duration of any of the above; and
- any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c.N-25.

**REFERENCED CLAUSES:**

14.12.3, 14.12.4, 14.12.5, 14.12.6;  
Cross reference 14.2.1, 14.12.2, 14.12.7 - 14.12.10

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN, Yukon Indian Person	Prepare for compensation hearings of the Yukon Water Board, including, as appropriate, the preparation of documentation and other information to be presented to the Yukon Water Board in support of the application for compensation and participate in those hearings.	As appropriate



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Survey of Settlement Land boundaries
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Settlement Land Committee (SLC), Yukon, Yukon First Nations, Land Titles Office
<b>OBLIGATIONS ADDRESSED:</b>	<p>The boundaries of Settlement Land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the <u>Canada Lands Surveys Act</u>, R.S.C. 1985, c.L-6.</p> <p>Standards of accuracy, techniques and specifications for the survey of Settlement Land shall be in accordance with the <u>Manual of Instructions for the Survey of Canada Lands</u> and other general or specific instructions issued by the Surveyor General from time to time.</p> <p>The Surveyor General shall have the discretion to adjust boundaries of Settlement Land in order to reduce survey costs, subject to agreement of the Settlement Land Committee.</p> <p>The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.</p> <p>Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.</p>
<b>REFERENCED CLAUSES:</b>	15.2.1, 15.2.3, 15.2.4, 15.2.5; Cross reference 5.3.2, 5.3.3, 15.2.6, 15.2.7, 15.2.8, 15.2.10, 15.4.2.1, 15.4.3, 15.7.1, 22.3.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (EMR)	Establish survey program based on information provided by SLCs to be adjusted annually as required.	After receipt of information from SLCs, and from CYI and Yukon pursuant to 15.2.9 and as required thereafter until surveys are complete
Canada (EMR)	Notify SLCs of survey program established.	Once program has been set
Canada (EMR)	Prepare survey instructions consistent with 15.4.2.1.	As practicable
Canada (EMR)	Tender survey contracts consistent with 15.7.1 and 22.3.4.	
Canada (EMR)	Oversee completion of surveys in accordance with <u>Manual of Instructions for the Survey of Canada Lands</u>	
Canada (EMR)	Notify SLC that boundary requires adjustment to reduce survey cost.	As required
SLC	Review proposal to adjust.	As soon as practicable upon receipt of notice
Canada (EMR)	Adjust boundary.	If consent of the SLC is granted
Canada (EMR)	Receive survey results from contractor, examine results, and forward results to SLC for review.	Upon completion of survey

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**Planning Assumption**

1. The survey program initially established will be reviewed annually by Canada. If the review indicates a need to vary the program or to vary from the survey priorities determined by the Settlement Land Committees, Yukon and CYI will be consulted before a final decision to vary is taken. An Activity Plan for this consultation appears in the UFA Implementation Plan for 15.2.9.

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<b>PROJECT:</b>	Priorities for the identification and selection of Site Specific Settlement Land
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Settlement Land Committee (SLC), Yukon, VGFN, Land Titles Office
<b>OBLIGATIONS ADDRESSED:</b>	<p>Each Settlement Land Committee shall, in accordance with the principles described in 15.3.5, be responsible for:</p> <ul style="list-style-type: none"><li>.the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land; and</li><li>.determining the priorities for the survey of all Settlement Land; and</li><li>.indication to the Surveyor General of portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of the Yukon First Nation and the public.</li></ul> <p>In determining the priorities for the identification and selection of Site Specific Settlement Land and for the survey of all Settlement Land, the Settlement Land Committee shall have regard to the following principles:</p> <ul style="list-style-type: none"><li>.the priorities of the Yukon First Nation;</li><li>.efficiency and economy; and</li><li>.the necessity to clarify boundaries because of imminent public or private development on adjacent lands.</li></ul> <p>Where a Settlement Land Committee does not reach agreement under 15.3.4.1 or 15.3.4.2, Government, the affected Yukon First Nation or the Committee may refer the matter to the dispute resolution process under 26.3.0</p>

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Where the dispute arises under 15.3.4.1, the arbitrator shall select either the final position proposed by Government or the final position proposed by the Yukon First Nation.

Each Settlement Land Committee shall indicate and identify any critical features intended to be enclosed in Settlement Land.

**REFERENCED CLAUSES:** 15.3.4, 15.3.5, 15.3.8, 15.3.9, 15.4.5;  
Cross reference 26.3.0

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Responsibility	Activities	Timing
Government, SLC or VGFN	Refer dispute regarding identification of site specific settlement parcel (15.3.4.1) to dispute resolution.	As required when no agreement is reached
Arbitrator	Resolve dispute pursuant to 15.3.4.1 by selecting either final position proposed by Government or the final position proposed by VGFN.	As required
Government, SLC or VGFN	Refer dispute regarding priorities for survey of all Settlement Land (15.3.4.2) to dispute resolution.	As required when no agreement is reached

## Planning Assumption

1. In the case of a disagreement, best efforts will be made to resolve issues prior to a referral to dispute resolution.

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<b>PROJECT:</b>	Use and enjoyment of Settlement Land by Yukon Indian People prior to completion of surveys
<b>RESPONSIBLE PARTY:</b>	Settlement Land Committee (SLC)
<b>PARTICIPANT/LIAISON:</b>	Yukon Indian People, Canada, Yukon
<b>OBLIGATIONS ADDRESSED:</b>	<p>During the period described in 15.3.6:</p> <ul style="list-style-type: none"> <li>. each Settlement Land Committee shall receive requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;</li> <li>. each Settlement Land Committee shall determine whether it is practicable to give effect to such requests and shall recommend to Canada or to the Yukon, as the case may be, that it take such steps as the Committee considers appropriate; and</li> <li>. Government undertakes to take such steps as it considers practicable to give effect to the recommendations of the Settlement Land Committee.</li> </ul>
<b>REFERENCED CLAUSES:</b>	<p>15.3.7;</p> <p>Cross reference 15.3.6</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Receive and take steps considered practicable to give effect to a recommendation from the SLC respecting a request for use and enjoyment of Settlement Land.	Upon receipt of recommendation
Government	Inform the SLC and Yukon Indian Person or VGFN of any aspects of the recommendation that could not be given effect and indicate reasons.	As soon as practicable, if Government is unable to give effect to all or a part of the recommendation



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**Planning Assumption**

1. It is expected that the SLC's primary considerations in assessing requests for use and enjoyment will be the provisions of paragraph 15.3.6 and any implications for survey requirements which may arise from the request.

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<b>PROJECT:</b>	Approval of survey plans
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Settlement Land Committee, Yukon, VGFN, Land Titles Office
<b>OBLIGATIONS ADDRESSED:</b>	<p>Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Land Committee to ensure that the Yukon First Nation is satisfied that the parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 15.2.4 and 15.6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Land Committee for conformance with the original land selection before recommending it to the Yukon First Nation.</p> <p>If the Yukon First Nation rejects the recommendation by the Settlement Land Committee, the disagreement shall be referred to the dispute resolution process under 26.3.0, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.</p>
<b>REFERENCED CLAUSES:</b>	15.6.6, 15.6.7; Cross reference 5.2.3, 5.2.4, 15.6.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (EMR)	Review plans with SLC to verify conformity to selections.	As soon as practicable upon completion of surveys

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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SLC	Review plan and surveyor's report for conformity with original land selection.	Prior to making recommendation to VGFN
SLC	If the plan conforms in the view of the SLC, recommend plan to affected VGFN and seek written approval of plan from VGFN.	As soon as practicable after Canada (EMR) review
VGFN	Review plan to ensure that the parcels depicted conform to the area selected.	As soon as practicable
VGFN	If the plan conforms, accept the recommendation of the SLC and provide written approval to the SLC.	After reviewing the plan
OR		
	Reject the recommendation and refer the dispute to mediation under 26.3.0.	
Canada (EMR)	Resurvey if required, in accordance with the Chapter.	As soon as practicable
Canada (EMR)	Return the plan to the Surveyor General for confirmation and registration in Canada Lands Survey Records.	Upon acceptance of the plan or after any dispute is resolved
Canada (EMR)	Deposit official plan in the Land Titles Office and in VGFN system.	Upon confirmation

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Employment and economic opportunities -- Surveying
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	<p>In evaluating any competitive proposal, bid or tender for the survey of Vuntut Gwitchin First Nation Settlement Land, Canada shall include among the factors for consideration, Vuntut Gwitchin employment, Vuntut Gwitchin ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.</p> <p>The determination of the qualifications and experience appropriate for the survey of Vuntut Gwitchin First Nation Settlement Land shall be set out in the economic development opportunities plan required by 22.3.1.</p> <p>(a) Government and the Vuntut Gwitchin First Nation may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development plan required by 22.3.1.</p> <p>Nothing in 15.7.1.1 shall be construed to mean that the criterion for Vuntut Gwitchin employment or ownership or equity investment shall be the determining criteria in awarding any contract.</p>
<b>REFERENCED CLAUSES:</b>	15.7.1; Cross reference 22.3.1

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (EMR)	In cooperation with the VGFN, develop selection factors which include the specified factors, to be used for evaluating competitive proposals, bids or tenders for survey of VGFN Settlement Land.	As soon as practicable before beginning the survey of VGFN Settlement Land
Canada (EMR)	Evaluate proposals, bids and tenders taking into consideration factors developed .	As required
Canada (EMR) and VGFN	Agree on qualifications and experience appropriate for survey. .	As practicable pending the completion of the economic development plan required by 22.3.1
Group preparing plan	Set out the agreed upon qualifications and experience appropriate for survey in the economic development plan prepared pursuant to 22.3.1.	Prior to completion of plan

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<b>PROJECT:</b>	Administration of survey contracts
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN, Yukon Indian People
<b>OBLIGATIONS ADDRESSED:</b>	Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement Land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.
<b>REFERENCED CLAUSES:</b>	15.7.2; Cross reference 22.5.4, 22.5.6, 22.5.8, 22.5.9, Annex D

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (EMR)	Prepare contracts for the survey of Settlement Land and include the condition that Yukon Indian People and VGFN businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract.	As required



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Canada (EMR)	Include list of VGFN businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of VGFN Settlement Land with all requests for proposals, and require documentary proof that the VGFN businesses and Yukon Indian People were given first consideration.	When issuing requests for proposals
Canada (EMR)	In assessing survey proposals, confirm that the documentary proof forms part of the contractor's proposal.	As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Consultation with VGFN prior to imposition of a limitation in Legislation
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Government shall Consult with the affected Yukon First Nation before imposing a limitation pursuant to 16.3.3.
<b>REFERENCED CLAUSES:</b>	16.3.3.2; Cross reference 16.3.9, 16.3.10, 16.5.4, 16.7.16

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Provide notice to VGFN of possible need to impose a limitation pursuant to 16.3.3.1, if the limitation will affect VGFN. Provide details.	If Minister is considering imposing a limitation
VGFN	Prepare and present views on proposed limitation.	Within reasonable period of time provided by Government
Canada, Yukon	Provide full and fair consideration to views of VGFN.	Before imposing a limitation

**Planning Assumption**

1. Any proposed amendments that result in a limitation of the rights of Yukon Indian People under Chapter 16 will involve a level of Consultation that is commensurate with the importance of this issue to Yukon First Nations.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Representation of the interests of VGFN and other affected Yukon First Nations in international negotiations
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN and other affected Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	Canada shall make reasonable efforts to ensure that when issues involving Fish and Wildlife management arise in international negotiations, the interests of affected Yukon First Nations are represented.
<b>REFERENCED CLAUSES:</b>	16.3.5; Cross reference 16.5.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Notify VGFN and other affected Yukon First Nations of Fish and Wildlife issues which affect them. Provide background information on the subject and request input from Yukon First Nations with respect to their interests.	Prior to the negotiations or as issues arise
VGFN and other affected Yukon First Nations	Provide response for consideration by Canada.	Within timeframe established by Canada
Canada	Negotiate the issues, making reasonable efforts to represent the interests of VGFN and other affected Yukon First Nations.	As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**Planning Assumption**

1. Canada may also liaise with a number of public fish and wildlife management structures, depending on the subject matter, including: Renewable Resources Councils, Fish and Wildlife Management Board, Salmon-Sub Committee, North Slope Wildlife Management Advisory Council, Porcupine Caribou Management Board and others.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Amendments to Game Export Act
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Yukon, VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall make best efforts to amend the <u>Game Export Act</u>, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.</p> <p>No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.</p>
<b>REFERENCED CLAUSES:</b>	16.3.7 and 16.3.8; Cross reference 16.7.16

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Forward copy of <u>Wildlife Animal and Plant Protection and Regulation of International and Interprovincial Trade Act</u> ("WAPPA") and regulations to Yukon First Nations and Yukon.	When WAPPA is proclaimed
Yukon, VGFN	Review WAPPA and regulations to determine if they comply with requirements of 16.3.7.	After receipt of WAPPA
Canada	Consult with VGFN and Yukon for the purpose of determining whether further amendments are required.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Canada

If WAPPA is not  
proclaimed, make best  
efforts to amend legislation  
pursuant to 16.3.7.

As soon as practicable

**Planning Assumption**

1. The Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act, S.C.C. 1992, c.52 was assented to by Parliament on December 17, 1992 and is expected to be proclaimed in early 1994. This Act repeals the Game Export Act R.S.C. 1985, c.G-1 and allows the Governor in Council to make regulations under section 21 with respect to circumstances in which persons may be exempted from holding permits and on a number of other issues. It is anticipated that upon proclamation, there will be regulations to comply with the requirements of 16.3.7.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Coordinated Fish and Wildlife population management in and outside of National Parks
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Fish and Wildlife Management Board, Renewable Resources Council, VGFN, Yukon
<b>OBLIGATIONS ADDRESSED:</b>	The responsible agencies, the Board and the Councils shall make best efforts to coordinate the management of Fish and Wildlife populations which cross a boundary of a National Park.
<b>REFERENCED CLAUSES:</b>	16.3.14.1; Cross reference Chapter 10 Schedule A 4.23

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (CPS), Yukon, VGFN	Meet to discuss appropriate protocol for coordination of the management of Fish and Wildlife populations which cross the boundary of a National Park.	As soon as practicable after Settlement Legislation
Canada (CPS), Yukon, VGFN	Draft protocol and provide to all affected agencies for review.	
All agencies	As agreed, implement protocol.	

**Planning Assumption**

1. Affected agencies will include the Fish and Wildlife Management Board, Renewable Resources Councils, National Park management board (if established) and other affected Yukon First Nations.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Provision of proof
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Canada, Yukon
<b>OBLIGATIONS ADDRESSED:</b>	A Yukon First Nation shall provide to a Yukon Indian Person proof that the Yukon Indian Person is enrolled in that Yukon First Nation's Final Agreement, has been given consent under 16.4.2 or has been allocated a Harvesting opportunity pursuant to a Basic Needs Level allocation for Wildlife or a basic needs allocation of Salmon, as the case may be.
<b>REFERENCED CLAUSES:</b>	16.4.7; Cross reference 16.4.2, 16.4.8, 16.4.9, 16.5.1.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Provide proof to each Citizen with respect to above after Settlement Legislation or after consent given, or Basic Needs Level allocation provided.	As soon as practicable
VGFN	Provide Canada and Yukon with a sample document/form provided to VGFN Citizens and other Yukon First Nation citizens granted consent, and any forms developed if a basic needs allocation has been granted.	As soon as practicable after development of document

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consultation with VGFN before taking action on Fish and Wildlife matters affecting VGFN management responsibilities or exercise of harvesting rights

**RESPONSIBLE PARTY:** Canada, Yukon

**PARTICIPANT/LIAISON:** VGFN

**OBLIGATIONS ADDRESSED:** Government shall Consult with a Yukon First Nation prior to taking action on Fish and Wildlife matters which may affect the Yukon First Nation's management responsibilities or the exercise of Harvesting rights under a Settlement Agreement of Yukon Indian People enrolled under that Yukon First Nation Final Agreement.

**REFERENCED CLAUSES:** 16.5.4;  
Cross reference 16.3.3.2, 16.5.1

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Responsibility	Activities	Timing
Canada, Yukon	Notify and provide details to VGFN of proposal of Fish and Wildlife matter requiring action which affects that First Nation.	As required
VGFN	Prepare and present views to Government re: proposal.	Within reasonable time provided by Government
Canada, Yukon	Provide full and fair consideration of views presented. Inform VGFN of action to be taken by Government.	Prior to taking action

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Nominate alternate members to Renewable Resources Council.

**RESPONSIBLE PARTY:** VGFN, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The Vuntut Gwitchin First Nation and the Minister may each nominate an additional member as an alternate member to the Council.

Subject to 16.6.2.3, an alternate member may participate in the work of the Council.

An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

**REFERENCED CLAUSES:** 16.6.2.1, 16.6.2.2, 16.6.2.3

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Responsibility	Activities	Timing
VGFN, Yukon	At discretion, each nominate an additional member to Renewable Resources Council as alternate.	At time of nominations for Renewable Resources Council if desired
Minister	Appoint alternate members to Renewable Resources Council.	After nominations have been received

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Recommendations re: approval of proposed game farming or game ranching activities.
<b>RESPONSIBLE PARTY:</b>	Renewable Resources Council
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Subject to Yukon First Nation Final Agreements, and without restricting 16.6.9, each Council:</p> <p>shall seek the consent of the Vuntut Gwitchin First Nation before recommending the approval of proposed game farming or game ranching activities in the Vuntut Gwitchin First Nation Traditional Territory, where in the Council's opinion the proposed game farming or game ranching would have an adverse effect on the Harvesting rights of the Vuntut Gwitchin under this Agreement.</p>
<b>REFERENCED CLAUSES:</b>	16.6.10.13

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Renewable Resources Council	Seek consent of VGFN if Renewable Resources Council thinks the proposed game farming or game ranching would have an adverse effect on Vuntut Gwitchin Harvesting rights. Provide details.	Before recommending the approval of proposed game farming or game ranching
VGFN	Review proposal and grant or deny consent.	Within a reasonable period of time after Renewable Resources Council's request
Renewable Resources Council	If consent granted and at discretion, make recommendation to Minister.	As practicable



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Amendment of Wildlife Act

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** Yukon First Nations, Renewable Resources Councils,  
Fish and Wildlife Management Board

**OBLIGATIONS ADDRESSED:** The Minister shall recommend to the Yukon Legislative Assembly an amendment to the Wildlife Act, R.S.Y. 1986, c.178 to enable the Council to establish bylaws under the Wildlife Act, R.S.Y. 1986, c.178 pursuant to 16.6.10.6.

**REFERENCED CLAUSES:** 16.6.13;  
Cross reference 16.6.10.6, 16.5.4, 16.7.16, 16.11.1

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Responsibility	Activities	Timing
Yukon	Send details of proposed amendment to Yukon First Nations and Fish and Wildlife Management Board.	As soon as practicable after the effective date of Settlement Legislation.
VGFN	Review request, prepare and present views re: proposal.	Within a reasonable time period provided by Government.
Fish and Wildlife Management Board	Present views re: proposal.	
Yukon	Provide full and fair consideration to views presented and draft amendment.	



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Yukon

Introduce amendment to  
Yukon Legislative  
Assembly. Send approved  
Legislation to Yukon First  
Nations, Fish and Wildlife  
Management Board and  
Renewable Resources  
Councils.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Provision of research results/information to Renewable Resources Council
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Council
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall provide Councils with the results of research under 16.6.10.11.</p> <p>Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.</p>
<b>REFERENCED CLAUSES:</b>	16.6.15, 16.6.17; Cross reference 16.6.10.11

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Provide research results under 16.6.10.11 to Renewable Resources Council.	As soon as practicable after Government is in receipt of research information
Canada, Yukon, VGFN	Provide Renewable Resources Council with information in their possession reasonably required for the Council to carry out its functions under this chapter.	Upon request by Renewable Resources Council

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Allocation of Total Allowable Harvest for moose
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>If Government establishes in accordance with this Agreement a Total Allowable Harvest for moose in the Vuntut Gwitchin First Nation Traditional Territory, Government shall allocate to the Vuntut Gwitchin either:</p> <p>the first 40 moose in the Total Allowable Harvest and thereafter 80 percent of the remaining Total Allowable Harvest; or</p> <p>the number of moose required to satisfy the Subsistence needs of the Vuntut Gwitchin,</p> <p>whichever is less.</p> <p>Where an allowable harvest for moose is established in the Park, the number of moose specified in the notice given by the Vuntut Gwitchin First Nation pursuant to 4.11.2 of Schedule A - Vuntut National Park, attached to Chapter 10 - Special Management Areas, shall, for the purposes of 16.9.1.3, be included in the Total Allowable Harvest for moose in the Vuntut Gwitchin First Nation Traditional Territory.</p>
<b>REFERENCED CLAUSES:</b>	16.9.1.3 (a), (b), 16.9.1.4; Cross reference 16.3.14.1, 16.5.1, 16.5.4, 16.6.10.1, 16.7.12.2, 16.7.12.4, 16.9.2, Chapter 10 Schedule A 4.11.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Allocate moose according to 16.9.1.3 (a) or (b).	If Yukon establishes a Total Allowable Harvest for moose

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Yukon	Include number of moose specified in the notice pursuant to Chapter 10, Schedule A, 4.11.2 in the Total Allowable Harvest for moose.	Where an allowable harvest for moose is established in Park and has been allocated by VGFN
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**Planning Assumptions**

1. The VGFN will establish a process by which it will allocate moose pursuant to 16.9.1.3.
2. The number of moose required to satisfy the subsistence needs of the VGFN may be determined by reference to harvest records or some other means established by the VGFN.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Allocation of Total Allowable Harvest for species other than moose.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Where, in accordance with this chapter, a Basic Needs Level or harvest allocation is established for a species of Wildlife other than moose, and where an allowable harvest for that species is established in the Park, the number of animals of that species specified in the notice given by the Vuntut Gwitchin pursuant to 4.11.2 of Schedule A - Vuntut National Park, attached to Chapter 10 - Special Management Areas, shall be included in the Total Allowable Harvest for that species in the Vuntut Gwitchin First Nation Traditional Territory, and that Total Allowable Harvest shall be allocated in accordance with the provisions of that Basic Needs Level or harvest allocation.
<b>REFERENCED CLAUSES:</b>	16.9.1.5; Cross reference Chapter 10 Schedule A 4.11.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (Canadian Parks Service)	Provide Yukon with VGFN notice pursuant to Chapter 10, Schedule A, 4.11.2 to harvest within Park.	When notice received by Canada
Yukon	Include number of animals specified in the notice pursuant to chapter 10, Schedule A, 4.11.2 in the Total Allowable Harvest for that particular species for VGFN.	Where a Total Allowable Harvest is established in the Park and has been allocated by VGFN

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Allocation of special harvesting opportunity within Primary Use Area of Tetlit Gwich'in.
<b>RESPONSIBLE PARTY:</b>	Tetlit Gwich'in
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	If there is a special harvesting opportunity established pursuant to 12.4 of the Gwich'in Transboundary Agreement in the Primary Use Area for the Tetlit Gwich'in, the Vuntut Gwitchin may only harvest that species within any part of the special harvesting opportunity allocated to them by the Tetlit Gwich'in.
<b>REFERENCED CLAUSES:</b>	16.9.1.8; Cross reference Gwich'in Transboundary Agreement 12.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Request from Tetlit Gwich'in part of harvesting opportunity in Primary Use Area.	If there is a special harvesting opportunity established pursuant to 12.4 of the Gwich'in Transboundary Agreement in the Primary Use Area
Tetlit Gwich'in	At discretion, grant or deny request.	Within a reasonable period of time



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Harvest reallocation upon request of Yukon First Nations under 16.9.3
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	Other Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where, in any year:</p> <p>the maximum harvest allocation for a species of Wildlife negotiated for a Yukon First Nation pursuant to 16.9.1 or 16.9.13 is greater than that Yukon First Nation's Basic Needs Level or its needs, as the case may be; and</p> <p>the maximum harvest allocation to another Yukon First Nation pursuant to its Yukon First Nation Final Agreement is less than that Yukon First Nation's Basic Needs Level or its needs, as the case may be, for that species of Wildlife,</p> <p>Government, upon the request of the Yukon First Nation described in 16.9.3.1, shall allocate some or all of the maximum harvest allocation as determined by that Yukon First Nation which is surplus to the Basic Needs Level or needs of that Yukon First Nation to the Yukon First Nation described in 16.9.3.2 in the Traditional Territory of the Yukon First Nation described in 16.9.3.1 up to the Basic Needs Level or needs, as the case may be, of the Yukon First Nation described in 16.9.3.2.</p>
<b>REFERENCED CLAUSES:</b>	16.9.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Request that Yukon allocate some of VGFN harvest allocation to another Yukon First Nation in accordance with 16.9.3.	At discretion of VGFN

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Yukon	Alter allocation as requested.	As soon as practicable
Yukon	Inform affected Yukon First Nations.	As soon as practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of Basic Needs Level

**RESPONSIBLE PARTY:** VGFN, Canada, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.

**REFERENCED CLAUSES:** 16.9.13;  
Cross reference 16.9.15, 16.10.3, 16.5.1.5, 16.5.1.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN, Canada, Yukon	Contact other parties to set time and place to negotiate a Basic Needs Level.	After Effective Date at request of any party
VGFN, Canada, Yukon	Respond to request for negotiations.	
VGFN, Canada, Yukon	Enter negotiations.	If agreed by parties

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Endeavouring to rehabilitate wildlife populations
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, VGFN, Fish and Wildlife Management Board and Renewable Resources Council
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.
<b>REFERENCED CLAUSES:</b>	16.9.16; Cross reference 16.1.1.1, 27.4.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, VGFN, Fish and Wildlife Management Board, Renewable Resources Council	Meet to exchange information and cooperatively identify options for rehabilitating the population. Develop a plan.	When a Total Allowable Harvest is less than a Basic Needs Level or adjusted Basic Needs Level
Canada, Yukon, VGFN, Fish and Wildlife Management Board, Renewable Resources Council	Endeavour to rehabilitate the affected population in accordance with the plan.	As required

**Planning Assumption**

1. The discussions in the initial meeting will identify timelines, budgetary and other resources required and each party's participation in the process of rehabilitating the population.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Exploring ways to improve distribution of surplus meat to Yukon Indian People
<b>RESPONSIBLE PARTY:</b>	Yukon, Yukon First Nations
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Councils, Fish and Wildlife Management Board
<b>OBLIGATIONS ADDRESSED:</b>	Where the primary reason for Harvesting Wildlife is for purposes other than food, Government and Yukon First Nations shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of Yukon Indian People for food.
<b>REFERENCED CLAUSES:</b>	16.9.17

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Yukon First Nations	Request meeting to develop options for improving distribution of surplus meat to Yukon Indian People.	At request of either party following Effective Date
Yukon, Yukon First Nations	Jointly or independently, draft proposal and send to affected Renewable Resources Council and Fish and Wildlife Management Board for review and recommendation.	Following meeting
Renewable Resources Council, Fish and Wildlife Management Board	Make recommendation to Minister and Yukon First Nations.	Within reasonable time period after receipt of proposals
Minister	Review recommendations and make decision and implement in accordance with 16.8.0 process.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

Yukon First Nations	Implement in accordance with 16.5.1.8.
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**Planning Assumption**

1. Yukon and Yukon First Nations may agree to use Renewable Resources Councils or Fish and Wildlife Management Board to implement a joint proposal, and to involve them in the development of the proposal.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Negotiation of basic needs allocations -- Salmon
<b>RESPONSIBLE PARTY:</b>	Canada and VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:</p> <ul style="list-style-type: none"> <li>- the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;</li> <li>- the Harvesting patterns of other residents of the Yukon;</li> <li>- changing patterns of consumption;</li> <li>- the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;</li> <li>- the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and</li> <li>- such other factors as the parties may agree.</li> </ul>
<b>REFERENCED CLAUSES:</b>	<p>16.10.3; Cross reference Chapter 16 Schedule A 3.9.2 and 4.1</p>

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<b>Responsibility</b>	<b>Activity</b>	<b>Timing</b>
VGFN	Request entry into BNA negotiations.	As specified in Schedule A or as described in VGFA
Canada (DFO)	Review and respond to request.	As soon as practicable upon receipt of request
Canada (DFO) and VGFN	Discuss specific arrangements and prepare for negotiations.	As may be agreed
Canada (DFO) and VGFN	Negotiate BNA taking into account factors listed in 16.10.3.	As may be agreed

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Variation of basic needs allocation for Salmon
<b>RESPONSIBLE PARTY:</b>	Yukon First Nations (as defined in Schedule A), Canada and Salmon Sub Committee
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of the Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.
<b>REFERENCED CLAUSES:</b>	16.10.5, 16.7.17.12 (f); Cross reference Chapter 16 Schedule A

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon First Nations, SSC or Canada (DFO)	Identify need to vary allocation among affected Yukon First Nations and notify SSC.	Any time after the total BNA is set for the Yukon River Drainage Basin
Salmon Sub Committee	Notify all affected parties of identified need to vary BNA and provide any relevant information.	As soon as practicable after need is identified
Salmon Sub Committee, YFNs and Canada (DFO)	Review proposal and prepare and present views.	Within a reasonable time
Salmon Sub Committee	Provide full and fair consideration to input received.	As required

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Salmon Sub Committee	Prepare and make a recommendation on an alternate allocation for the Minister and the affected Yukon First Nations.	As soon as practicable
Affected YFNs and Canada (DFO)	Consider recommendation of SSC and any other relevant information and attempt to reach agreement on a variation to the allocation.	After reviewing SSC recommendation
All affected Yukon First Nations and Canada (DFO)	Confirm agreement in writing.	If agreement is reached
SSC, Canada (DFO) and affected Yukon First Nations	Implement new allocation.	If agreement is reached

### Planning Assumptions

1. The Salmon Sub Committee will play a lead role in consulting with the affected parties to determine a new allocation of the total BNA for the Yukon River Drainage Basin.
2. The Salmon Sub Committee, as part of its responsibility for Salmon management, will incorporate agreed upon variations in the allocation into Salmon management plans as soon as practicable, given the stage of the Salmon season.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Vuntut Gwitchin First Nation basic needs allocation

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** Vuntut Gwitchin First Nation

**OBLIGATIONS ADDRESSED:** The Vuntut Gwitchin First Nation shall have the exclusive basic needs allocation of Salmon in the drainage basin of the Porcupine River.

Subject to 16.10.7.4, for the drainage basin for the Porcupine River, Government shall allocate the first 750 chinook Salmon, the first 900 coho Salmon and the first 6,000 chum Salmon to the Vuntut Gwitchin First Nation.

If a total allowable catch is established for either chinook Salmon, coho Salmon or chum Salmon for the drainage basin of the Porcupine River, Government and the Vuntut Gwitchin First Nation shall make best efforts to negotiate a percentage allocation of the total allowable catch for either chinook Salmon, coho Salmon or chum Salmon in accordance with 16.10.3, which percentage will apply to any total allowable catch established thereafter.

Government shall allocate chinook Salmon, coho Salmon and chum Salmon to the Vuntut Gwitchin First Nation pursuant to 16.10.7.2. or 16.10.7.3, whichever is the greater.

**REFERENCED CLAUSES:** 16.10.7;  
Cross reference 16.5.1.12, 16.10.2, 16.10.3, 16.7.17.12

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Responsibility	Activities	Timing
Canada (DFO)	Allocate the first 750 chinook, 900 coho and 6,000 chum Salmon to the Vuntut Gwitchin First Nation.	Annually

# **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

Canada (DFO) and Vuntut Gwitchin First Nation	Negotiate a percentage allocation for either chinook, coho or chum Salmon in accordance with 16.10.3.	If TAC established for the Porcupine River drainage basin
Canada (DFO)	Allocate Salmon to the Vuntut Gwitchin First Nation pursuant to 16.10.7.2 or 16.10.7.3, whichever is greater.	If TAC established
VGFN	Maintain harvest information and provide information as required by 16.5.1.12.	Ongoing

## **Planning Assumption**

1. The development of a Porcupine River drainage basin TAC will require further consultation and negotiation within the joint Canada/USA Yukon River treaty negotiations of the Pacific Salmon Commission. Resolution of this transboundary issue may result in a specific Canadian TAC for the Porcupine River.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Priority of Yukon First Nations basic needs allocation
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Salmon Sub Committee, Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allocation Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.
<b>REFERENCED CLAUSES:</b>	16.10.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DFO)	Ensure the BNA for any drainage basin shall have priority over all other fisheries.	After the effective date of Settlement Legislation
Canada (DFO)	Seek agreement of affected Yukon First Nations to alter priority.	As required
Affected Yukon First Nations	Review proposal and notify Canada (DFO) of decision.	Upon receipt of proposal
Canada (DFO)	Alter allocation.	If all affected Yukon First Nations agree

**Planning Assumption**

1. Canada (DFO) shall work with the SSC and Yukon First Nations to determine how the priority of the YFNs' total BNA for the drainage basin is to be given effect.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

- PROJECT:** Distribution of Total Allowable Catch when TAC falls below Yukon First Nations' BNA for the Yukon River Drainage Basin
- RESPONSIBLE PARTY:** Canada
- PARTICIPANT/LIAISON:** Salmon Sub Committee and Affected Yukon First Nations
- OBLIGATIONS ADDRESSED:** Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.
- Where:
- a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season: or
  - subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin,
- Government shall, in subsequent years, allocate additional Salmon to the affected Yukon First Nations, in proportion to their share of the total basic needs allocation, from any Salmon which are not required for Conservation for that drainage basin, so that, over a six year period, the Yukon First Nations are allocated, on average, their total basic allocation.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**REFERENCED CLAUSES:** 16.10.9, 16.10.13;  
Cross reference 16.10.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DFO)	Distribute the available TAC among the affected YFNs on a pro rata basis proportional to their share of the total BNA.	As required once the drainage basin BNA is established
Canada (DFO)	Make necessary increases to each affected YFN's annual allocation in order that after a period of no more than six years each YFNs' average annual BNA is met.	Over a period of the next 6 years if conditions identified in 16.10.13 occur

**Planning Assumptions**

1. Where inaccurate pre-season or in-season TAC determinations result in an inability to meet the BNA for the drainage basin and other commercial and sport fisheries have harvested salmon, Government will subsequently adjust the affected YFNs' annual BNAs. The intention would be to provide for that adjustment within the TAC established for the following year if it is reasonable to do so.
2. Where the in-season TAC is less than what is required to satisfy the BNA of a YFN pursuant to 16.10.9 in any one year for any other reason than those described in 16.10.13, no adjustment of that YFN's BNA will be made.
3. Government will make best efforts to refer these issues to the SSC for their consideration and input prior to making a determination pursuant to this clause.
4. A temporary reduction or cancellation of commercial or other fisheries may be required in order to allow Government to allocate the necessary additional fish to the Yukon First Nation's BNA fishery.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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5. Precise determinations of spawning escapement cannot be made with existing DFO management practices; therefore, determinations pursuant to 16.10.13.1 may be difficult to assess. In recognition of this difficulty, and consistent with clause 16.10.8 every effort will be made in the setting and allocation of the annual Total Allowable Catch to meet the requirements of the Yukon First Nations' basic needs allocations for the drainage basin before allocating Salmon to other users.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Reallocation of a basic needs allocation from a downstream YFN to an upstream YFN
<b>RESPONSIBLE PARTY:</b>	Salmon Sub Committee
<b>PARTICIPANT/LIAISON:</b>	Affected Yukon First Nations, Canada
<b>OBLIGATIONS ADDRESSED:</b>	Where a downstream Yukon First Nation harvests Salmon in excess of its basic needs allocation with the result that an upstream Yukon First Nation does not have available to it sufficient Salmon to meet its basic needs allocation, the Sub-Committee may, in subsequent years, reallocate a portion of the basic needs allocation of the downstream Yukon First Nation to the upstream Yukon First Nation to compensate for the over-harvesting of the downstream Yukon First Nation.
<b>REFERENCED CLAUSES:</b>	16.10.14; Cross reference 16.8.9, 16.7.17.11

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
SSC	In cooperation with YFNs, identify situation in which harvesting in excess of BNA by a downstream Yukon First Nation may have resulted in the failure of an upstream Yukon First Nation to meet its BNA.	As required after BNAs are established for the drainage basin in question
SSC	In cooperation with affected YFNs, review available information.	As soon as practicable

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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SSC	Reallocate a portion of the downstream YFN's allocation to the upstream YFN if appropriate.	As required
SSC	Notify affected YFNs and implement decision, subject to 16.8.9.	As required

**Planning Assumptions**

1. Canada (DFO) will provide the technical information and support available to it in order to assist the SSC in making a determination pursuant to this clause.
2. Management information currently available to the Department of Fisheries and Oceans may not, in all cases, be adequate to determine conclusively that the overharvesting by a downstream Yukon First Nation resulted in the unavailability of sufficient Salmon for an upstream Yukon First Nation to meet its basic needs allocation.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Additional commercial Salmon fishing licences
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Affected Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	<p>In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.</p> <p>The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement.</p> <p>Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.</p> <p>Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.</p> <p>The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.</p>
<b>REFERENCED CLAUSES:</b>	16.10.15, 16.10.16, 16.10.17; Cross reference 16.10.20

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DFO)	In accordance with 16.10.16, determine the number of new commercial licences to be issued to affected YFNs and inform affected YFNs.	As soon as practicable after the date of UFA ratification
Affected YFNs	Determine how licences will be allocated and notify Government.	As soon as practicable after the ratification of the UFA
Canada (DFO)	Issue licences without fee according to allocation determined by the YFNs.	Upon receipt of notification
Affected YFNs	Inform Government of any transfers agreed-upon amongst YFNs.	Upon transfer

**Planning Assumptions**

1. The new additional Yukon commercial Salmon fishing licences are only transferable between and amongst YFNs with rights on the Yukon River Drainage Basin.
2. Pursuant to 16.7.17.12 (e), the SSC may make recommendations to Government on related new opportunities and proposed management measures for the commercial uses of Salmon.
3. Canada (DFO) will provide full information to the affected Yukon First Nations with respect to the manner in which the 26% determination was made. The number is expected to include those licences which have been surrendered and are being held by DFO to enable Government to fulfil this obligation.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Porcupine River commercial and sport Salmon fishing licences.
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	Any commercial Salmon fishing licences and any commercial Salmon sport fishing licences issued by Government for the Porcupine River drainage basin during a period of 15 years following the Effective Date of this Agreement will be issued to the Vuntut Gwitchin First Nation.

At the expiry of the period described in 16.10.19.2, if no commercial Salmon fishing licences have been allocated to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated the first two commercial Salmon fishing licences for the Porcupine River drainage basin, and the right to be allocated 50 percent of the number of any new commercial Salmon fishing licences allocated by Government thereafter.

If at the expiry of the period described in 16.10.19.1, Government has allocated one commercial Salmon fishing licence to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated the next new commercial Salmon fishing licence allocated by Government and the right to be allocated fifty percent of the number of any new commercial Salmon fishing licences allocated by Government thereafter.

If at the expiry of the period described in 16.10.19.1, Government has allocated two or more commercial Salmon fishing licences to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated 50 percent of any new commercial Salmon fishing licences allocated by Government thereafter.

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At the expiry of the period described in 16.10.19.2, if no commercial Salmon sport fishing licences have been allocated to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin shall have the right to be allocated the first two commercial Salmon sport fishing licences, and to be allocated 50 percent of the number of any new commercial Salmon sport fishing licences allocated by Government thereafter.

If at the expiry of the period described in 16.10.19.1, Government has allocated one commercial Salmon sport fishing licence to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated the next new commercial Salmon sport fishing licence allocated by Government and the right to be allocated 50 percent of the number of any new commercial Salmon sport fishing licences allocated by Government thereafter.

If at the expiry of the period described in 16.10.19.1, Government has allocated two or more commercial Salmon sport fishing licences to the Vuntut Gwitchin First Nation for the Porcupine River drainage basin, the Vuntut Gwitchin First Nation shall have the right to be allocated 50 percent of the number of any new commercial Salmon sport fishing licences allocated by Government thereafter.

Government shall issue to the Vuntut Gwitchin First Nation a licence allocated to it under 16.10.19.1 to 16.10.19.7 upon application by the Vuntut Gwitchin First Nation, provided that the Vuntut Gwitchin First Nation otherwise satisfied the requirements in effect from time to time applicable to other applicants for the issuance of such a licence for the Porcupine River drainage basin.

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(a) Upon the request of the Vuntut Gwitchin First Nation or Government, the Sub-Committee shall review and make recommendations to the Minister on the requirements in effect from time to time for the issuance of a licence under 16.10.19.8.

**REFERENCED CLAUSES:** 16.10.19

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Responsibility	Activities	Timing
	<u>For a period of 15 years following the Effective Date:</u>	
Canada (DFO)	Notify VGFN that licences are available for issue.	As licences are available
VGFN	Apply for licences.	As desired
Canada (DFO)	Issue any commercial and/or sport commercial fishing licence for the Porcupine River drainage basin to Vuntut Gwitchin First Nation in accordance with 16.10.19.	Upon application by the VGFN
	<u>After the expiry of 15 years following the Effective Date and as required thereafter:</u>	
VGFN	Apply for licences.	As required

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Canada (DFO)	Issue to Vuntut Gwitchin First Nation licences in accordance with 16.10.19.2-16.10.19.8., as appropriate. Upon application	
VGFN or Canada (DFO)	Request that SSC review the licensing requirements in place.	At its discretion
Salmon Sub Committee	Review and make recommendations to the Minister on licensing requirements.	Upon request by Vuntut Gwitchin First Nation or Government

**Planning Assumptions**

1. The activities described will be undertaken only in the case where commercial and/or sport commercial fishing licences have been approved for the Porcupine River drainage basin.
2. Canada will review with the SSC any requirements for a Porcupine River TAC and/or commercial or sport commercial licensing.
3. Canada (DFO) may conduct negotiations with the Canada/USA Northern Panel to establish a Porcupine River drainage basin if recommended by the SSC.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Maintenance of register of Category 1 and 2 Traplines

**RESPONSIBLE PARTY:** Yukon, Renewable Resources Council, VGFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The Government of the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines.

**REFERENCED CLAUSES:** 16.11.10.5;  
Cross reference 16.11.7, 16.11.8, 16.11.9, 16.11.10.4, 2.9.3

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Responsibility	Activities	Timing
Yukon	Notify Renewable Resources Council of register and provide copies.	After establishment of register
VGFN	Notify Renewable Resources Council of register and provide copies.	After establishment of register



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Establish a compensation policy for Yukon Indian trappers.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN, Renewable Resources Council
<b>OBLIGATIONS ADDRESSED:</b>	Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.
<b>REFERENCED CLAUSES:</b>	16.11.13; Cross reference 16.11.13.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Develop proposal for compensation process.	As soon as possible after Settlement Legislation
Canada, Yukon	Send draft process to VGFN and Renewable Resources Council for review and comments.	
VGFN, Renewable Resources Council	Review process and forward comments to Government.	
Canada, Yukon	Review comments received and finalize process.	
Canada, Yukon	Notify trappers of compensation process.	

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<b>PROJECT:</b>	Provision of trapper training programs
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	Yukon First Nations, Renewable Resources Councils
<b>OBLIGATIONS ADDRESSED:</b>	The Yukon shall provide trapper training programs, designed in collaboration with Yukon First Nations and the Councils, for Yukon Indian People as required from time to time, to encourage effective involvement of trappers in the management and development of traplines. Unless the Yukon otherwise decides, these training programs shall be provided for 10 years from the enactment of Settlement Legislation.
<b>REFERENCED CLAUSES:</b>	16.13.2; Cross reference 28.8.3, 28.9.1, 28.9.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Yukon First Nations, Renewable Resources Councils	Design trapper training programs.	After Settlement Legislation
Yukon	Provide trapper training for Yukon Indian People as required from time to time.	For 10 years from enactment of Settlement Legislation, unless otherwise decided

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<b>PROJECT:</b>	Consultation on Forest Resources policies and Legislation
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Councils
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Minister shall Consult with the affected Renewable Resources Councils:</p> <p>prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and</p> <p>prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.</p>
<b>REFERENCED CLAUSES:</b>	<p>17.2.2;</p> <p>Cross reference 17.4.3</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify RRC of new policy and/or legislative initiative and provide details of the initiative.	Prior to establishment of policy or recommendation to Parliament or Legislative Assembly
RRC	Prepare and present views.	Within reasonable time provided by Government
Government	Provide full and fair consideration to views presented.	Prior to establishment of policy or recommendation to Parliament or Legislative Assembly

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Non-commercial harvest of Trees on Crown Lands

**RESPONSIBLE PARTY:** VGFN and Government

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Subject to this chapter:  
each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes;

For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.

The rights set out in 17.3.1 do not apply to Crown Land:

where the exercise of a right conflicts with the carrying out of any activity authorized by Government;

that is subject to a surface lease or an agreement for sale, unless the Person, other than Government, holding such interest consents; or

where access by the public is limited or prohibited.

**REFERENCED CLAUSES:** 17.3.1.2, 17.3.3, 17.3.4;  
Cross reference 17.2.2, 17.3.2, 17.3.6, 17.4.3

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Responsibility	Activities	Timing
VGFN	<u>If permit required by legislation:</u>  Apply to Government for necessary permit/licence.	As required by legislation

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Government	Issue permit/licence in accordance with applicable legislation and subject to restrictions listed in 17.3.4, waiving any fee that might otherwise apply.	Upon application
VGFN	Notify government of Trees harvested up to a limit of 500 cubic meters.	As required by permit or upon request by Government
	<u>If no permit is required:</u>	
VGFN	Notify Government of Trees harvested up to a limit of 500 cubic meters.	Annually, or as requested by Government

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Preparation of Forest Resources Management plans
<b>RESPONSIBLE PARTY:</b>	Government, VGFN and Renewable Resources Council
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.</p> <p>A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.</p> <p>A Renewable Resources Council may make recommendations to the Minister and the affected Yukon First Nation with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within that Yukon First Nation's Traditional Territory, including:</p> <ul style="list-style-type: none"><li>. the coordination of Forest Resources Management throughout the Yukon and in the relevant Traditional Territory;</li><li>. the need for, and the content and timing of, Forest Resources inventories and management plans;</li></ul> <p>The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.</p> <p>If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.</p>
<b>REFERENCED CLAUSES:</b>	<p>17.5.1, 17.5.2, 17.4.1, 17.4.1.1, 17.4.1.2, 17.5.7, 17.5.8;</p> <p>Cross reference 17.4.3, 17.4.4, 17.5.3, 17.6.1, 17.6.2</p>



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Identify areas of Settlement Land for Forest Resources Management plans.	At its discretion
Government	Identify areas of Non-Settlement Land requiring management plans and identify need for inventories.	At its discretion
Renewable Resources Council	Make recommendation to the Minister and to VGFN regarding need for and timing of Forest Resources inventories and plans.	At its discretion
Government	Undertake management inventory.	If necessary
Government, VGFN	Develop Forest Resources Management plans taking into account the issues listed in 17.5.5.	As resources permit and in accordance with order established
Government, VGFN	Approve and implement plans consistent with Chapter 17.	

**Planning Assumptions**

1. To the extent practicable, the RRC, VGFN and Government will work collaboratively to identify areas requiring Forest Resources Management plans.
2. Forest inventories and management plans will be undertaken in a manner consistent with VGFN and Government policies in place from time to time.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Establishment of order for Forest Resources Management plans

**RESPONSIBLE PARTY:** Government, Yukon First Nations and Renewable Resources Councils

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.

**REFERENCED CLAUSES:** 17.5.3;  
Cross reference 17.5.7

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Responsibility	Activities	Timing
Minister	Notify YFNs of intention to establish order for the development of Forest Resources Management plans.	Within one year of the effective date of Settlement Legislation
Minister	Provide YFNs with any pertinent information.	Prior to establishing order
YFNs	Prepare and present views.	Within reasonable time established by Minister
Minister	Provide full and fair consideration to views presented.	Prior to establishing order
Minister	Establish order for development of plans, including inventories where identified.	After Consultation

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Government, YFNs

To revise order, repeat  
listed activities.

Prior to amending order

**Planning Assumptions**

1. All fourteen Yukon First Nations and Government will be invited to a one-time joint meeting, arranged by Government within one year of the effective date of Settlement Legislation in order to consult regarding the establishment of the order for Forest Resources Management plans. This meeting will facilitate the coordinated development of a territory-wide approach to forest management planning and will allow Yukon First Nations without Final Agreements to have input into the setting of priorities.
2. Relevant information and proposals will be forwarded to the Yukon First Nations within a reasonable time in advance of the meeting.

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<b>PROJECT:</b>	Timing for the development of Forest Resources Management plans
<b>RESPONSIBLE PARTY:</b>	Canada and VGFN
<b>PARTICIPANT/LIAISON:</b>	Renewable Resources Council
<b>OBLIGATIONS ADDRESSED:</b>	The Minister, in Consultation with the Vuntut Gwitchin First Nation and the Renewable Resources Council for the Vuntut Gwitchin First Nation Traditional Territory, shall determine the timing for the development of Forest Resources Management plans within the Vuntut Gwitchin First Nation Traditional Territory.
<b>REFERENCED CLAUSES:</b>	17.5.4.1; Cross reference 17.4.1.2, 17.5.3

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada	Notify VGFN and RRC of intention to set timing for the development of a plan and provide details.	At discretion of Canada
VGFN and RRC	Review notice and prepare and present views to Canada.	Within reasonable time after receipt of notice
Canada	Provide full and fair consideration to views presented.	Prior to establishing timing
Canada	Inform the VGFN and RRC of timing for the development of Forest Resources Management plans.	As soon as practicable after consultation

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Use of pesticides or herbicides by VGFN on Settlement Land
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Government
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.</p> <p>Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.</p>
<b>REFERENCED CLAUSES:</b>	<p>17.7.1, 17.7.3; Cross reference 17.7.5 and 17.7.4</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Notify Government that use of herbicides or pesticides on Settlement Land is being considered.	Prior to application of herbicides or pesticides
VGFN	Provide details about nature of pest/disease and any other relevant information.	Prior to application of herbicides or pesticides
Government	Prepare and present views.	Within reasonable time provided by VGFN
VGFN	Provide full and fair consideration of views presented.	Prior to taking any action
Government and VGFN	Take any action agreed upon to control problem.	Upon agreement about course of action

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Use of pesticides or herbicides by Government on Crown Lands within VGFN Traditional Territory
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory
<b>REFERENCED CLAUSES:</b>	17.7.2 Cross reference 17.7.5 and 17.7.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN that use of herbicides or pesticides on Crown Lands within Traditional Territory is being considered.	Prior to application of herbicides or pesticides
Government	Provide details about nature of pest/disease and any other relevant information.	Prior to application of herbicides or pesticides
VGFN	Prepare and present views.	Within reasonable time provided by government
Government	Provide full and fair consideration of views presented.	Prior to application



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Consultation on forest fire fighting priorities
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that First Nation's Settlement Land and on adjacent Non-Settlement Land.
<b>REFERENCED CLAUSES:</b>	17.8.2 Cross reference 17.4.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN of general priorities for forest fire fighting on Settlement Land and adjacent Non Settlement Land and provide any relevant information.	As soon as practicable after Effective Date
VGFN	Prepare and present priorities.	Within a reasonable timeframe
Government	Provide full and fair consideration to views presented.	Prior to amending priorities
Government	Set general priorities for VGFN Settlement Land and for adjacent Non-Settlement Land.	After Consultation
Government	Notify VGFN of new priorities established.	Once priorities are established

**Planning Assumptions**

1. The general forest fire fighting priorities of VGFN may change over time; upon request of VGFN, Government will consider amending general priorities to reflect the wishes of VGFN.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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2. Government will explore various options available for bringing the interested parties together to work collaboratively on the establishment of priorities for fighting forest fires.

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<b>PROJECT:</b>	Fire fighting by Government on Settlement Land
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>For a period of five years after the Effective Date of a Yukon First Nation Final Agreement, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:</p> <p>in accordance with Government policy from time to time for fighting forest fires on Crown Land in the Yukon; and</p> <p>within the financial and other resources available to Government from time to time for fighting forest fires on Crown Land in the Yukon.</p>
<b>REFERENCED CLAUSES:</b>	<p>17.8.3; Cross reference 17.8.1 and 17.8.4</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN prior to taking action to fight fires on VGFN Settlement Land.	Where practicable
Government	Fight fires on VGFN Settlement Land in accordance with policies in place from time to time and within available resources.	For a period of five years from the Effective Date
Government, VGFN	Develop arrangements with respect to the sharing of responsibility for forest fire suppression on Settlement Land.	On request of any Party

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<b>PROJECT:</b>	Access to Settlement Land -- Holders of commercial timber permits
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Permit holder, Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	The holder of a commercial timber permit shall have a right of access to cross and make necessary stops on Settlement Land to reach adjacent land or to reach Settlement Land subject to that commercial timber permit with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out terms and conditions.
<b>REFERENCED CLAUSES:</b>	17.10.2; Cross reference 17.10.5 and 17.13.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Review application for access from a holder of a commercial timber permit.	Upon application and prior to access
VGFN	Determine whether access will be granted.	Upon request
VGFN	Notify applicant of decision in writing.	Within a reasonable time
VGFN	Prepare for and respond to an application to the Surface Rights Board.	If a referral is made

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Access to Settlement Land -- Holders of timber harvesting agreements
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Surface Rights Board, agreement holders
<b>OBLIGATIONS ADDRESSED:</b>	The holder of a timber harvesting agreement shall have a right of access to cross and make necessary stops on Settlement Land to reach the adjacent land or to reach Settlement Land subject to the timber harvesting agreement with the consent of the affected Yukon First Nation, or failing consent, with an order of the Surface Rights Board setting out terms and conditions.
<b>REFERENCED CLAUSES:</b>	17.10.4; Cross reference 17.10.5 and 17.13.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Review application for access from the holder of a timber harvesting agreement.	Upon receipt of application
VGFN	Determine whether access will be granted.	Upon request
VGFN	Notify applicant of decision in writing.	Within a reasonable time
VGFN	Prepare for and respond to an application to the Surface Rights Board.	If a referral is made

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Notice of public tender for Forest Resources Management or protection
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Government shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.
<b>REFERENCED CLAUSES:</b>	17.14.1; Cross reference 22.5.10, 22.6.6, Annex D -- Economic Opportunities

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Provide written notice to VGFN of public tender within VGFN Traditional Territory.	Upon invitation of public tender



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Economic opportunities -- Silviculture
<b>RESPONSIBLE PARTY:</b>	Government and VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall provide written notice to the Vuntut Gwitchin First Nation of any invitation for public tenders for contracts associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.</p> <p>The Vuntut Gwitchin First Nation shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Vuntut Gwitchin First Nation Traditional Territory.</p>
<b>REFERENCED CLAUSES:</b>	<p>17.14.2.2, 17.14.2.3; Cross reference 17.14.1, 17.14.2.1, 17.14.2.4, 17.14.2.5, Chapter 22</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Offer first opportunity for fixed term contract to VGFN.	As required
VGFN	Accept or reject contract offer and notify Government.	As required
Government	Notify Vuntut Gwitchin First Nation in writing of an invitation for public tender of contracts associated with silviculture in the VGFN Traditional Territory.	As required
VGFN	Review invitation and determine if proposal to be submitted.	Within period of time specified by Government

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VGFN

Notify Government of  
determination and submit  
proposal if appropriate.

Within specified time period

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<b>PROJECT:</b>	Evaluation criteria -- Silviculture contracts
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall include a criterion for Vuntut Gwitchin employment in any contract opportunities associated with silviculture in the Vuntut Gwitchin First Nation Traditional Territory.</p> <p>In evaluating any competitive proposal, bid or tender for the management of forest resources in the Vuntut Gwitchin First Nation Traditional Territory, the Government shall include among the factors for consideration, Vuntut Gwitchin employment and Vuntut Gwitchin ownership or equity investment in the firm or its subcontractors submitting the proposal, bid or tender.</p>
<b>REFERENCED CLAUSES:</b>	17.14.2.6, 17.14.2.7; Cross reference 17.14.2.8, Chapter 22

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	In cooperation with VGFN, modify government contract tendering documents as required to include criteria for economic opportunities for Vuntut Gwitchin for silviculture contracts let in the VGFN Traditional Territory.	Prior to tendering contracts in the VGFN Traditional Territory

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Government

In cooperation with VGFN, modify contract evaluation criteria to include among other factors, Vuntut Gwitchin employment and Vuntut Gwitchin ownership or equity investment.

Prior to evaluating proposals, bids or tender for forest resource management in the VGFN Traditional Territory

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<b>PROJECT:</b>	Hiring of Vuntut Gwitchin to fight forest fires
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	Vuntut Gwitchin First Nation
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where Government requires Extra Fire Fighters to fight fires within the Vuntut Gwitchin Traditional Territory, it shall, where practicable, hire Vuntut Gwitchin.</p> <p>(a) For the purpose of 17.14.2.9, "Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for fire fighting activities.</p>
<b>REFERENCED CLAUSES:</b>	17.14.2.9

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN of requirement for Extra Fire Fighters to fight fire in VGFN Traditional Territory.	As appropriate
VGFN	Provide list of Vuntut Gwitchin who might be available to fight forest fires.	If possible
Government	Hire Vuntut Gwitchin as Extra Fire Fighters.	As practicable

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<b>PROJECT:</b>	Delete, add or adjust areas on maps for commercial forestry reserves
<b>RESPONSIBLE PARTY:</b>	Government and Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The areas identified on map Commercial Forestry Reserves for the Use of the Community of Old Crow (VGCFR) in Appendix B - Maps, which forms a separate volume to this Agreement, shall be notated for commercial forestry reserves for the use of the community of Old Crow.</p> <p>(a) The areas referred to in 17.14.2.10 may be deleted or adjusted and new areas may be added from time to time with the agreement of Government and the Vuntut Gwitchin First Nation.</p>
<b>REFERENCED CLAUSES:</b>	17.14.2.10

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Any Party	Propose to delete, adjust or add new areas to map VGCFR and seek concurrence of other Parties	As required
Other Parties	Review proposal and notify other Parties of response	Upon receipt of proposal
Parties	Amend map if all Parties agree	After review of proposal



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<b>PROJECT:</b>	Conflicts between exercise of Mineral Right and exercise of Specified Substances Right
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.</p> <p>Subject to 18.1.4, on an application under 18.1.2, the Surface Rights Board shall make an order specifying the terms and conditions of exercising either the Specified Substances Right or the Mineral Right or both so as to reduce such interference as far as practicable and, to the extent that interference with the exercise of the Specified Substances Right cannot be avoided, the Board shall give priority to the Person having the Mineral Right subject only to the payment of compensation to the Yukon First Nation for:</p> <ul style="list-style-type: none"><li>. interference with the exercise of the Specified Substances Right; and</li><li>. loss of opportunity to exercise the Specified Substances Right, taking into account the associated production cost incurred by the Person holding the Mineral Right.</li></ul>
<b>REFERENCED CLAUSES:</b>	18.1.2, 18.1.3; Cross reference 18.1.1, 18.1.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN or holder of a Mineral Right	Contact other party and attempt to resolve dispute over conflicting exercise of rights.	When a conflict arises over exercise of identified rights

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VGFN

Initiate or respond to an  
application before the  
Surface Rights Board.

If referral is made when  
parties unable to resolve  
dispute

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<b>PROJECT:</b>	Location of Quarries by Government
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.
<b>REFERENCED CLAUSES:</b>	18.2.4; Cross reference 18.2.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Locate alternate Quarry sites on Non-Settlement Land.	As practicable
Government	Endeavour to eliminate use of existing Quarries on Settlement Land.	Where reasonable and practicable
Government	Communicate results of endeavour to VGFN	Annually, as applicable

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<b>PROJECT:</b>	Further identification of Quarries on Settlement Land
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>The time period for further identification under 18.2.5.1 is two years from the Effective Date of this Agreement.</p> <p>The areas of Vuntut Gwitchin First Nation Settlement Land which are subject to further identification of Quarries pursuant to 18.2.5.2 are the following:</p> <ul style="list-style-type: none"> <li>i) R-6A; and</li> <li>ii) R-8A.</li> </ul> <p>as identified in Appendix A - Settlement Land Descriptions, attached to this Agreement and in Appendix B - Maps, which forms a separate volume to this Agreement.</p> <p>Government shall Consult with the Vuntut Gwitchin First Nation in the further identification of Quarries on Vuntut Gwitchin First Nation Settlement Land pursuant to 18.2.5.</p>
<b>REFERENCED CLAUSES:</b>	18.2.5.1a, 18.2.5.2a, 18.2.5.3a; Cross reference 18.2.3, 26.3.13

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Canada	Identify further Quarries on Settlement Land R-6A and R-8A as described in Appendix A - Descriptions of Settlement Land taking into consideration 18.2.3.	No later than 2 years from the Effective Date
Yukon, Canada	Notify the VGFN of the further identification of Quarries. Provide details.	No later than 2 years from the Effective Date

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VGFN	Prepare and present views.	Within a reasonable time period after notification by Government
Yukon, Canada	Provide full and fair consideration of views of the VGFN.	After VGFN presents views
Yukon, Canada	Make final decision re: identification of Quarries, taking into account views of VGFN.	After VGFN presents views
Yukon, Canada	Notify VGFN of final list of identified Quarries.	Upon making decision

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<b>PROJECT:</b>	Government use and restoration of specified Quarries on Settlement Land
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	VGFN, Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>Unless otherwise provided in a Yukon First Nation Final Agreement, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:</p> <ul style="list-style-type: none"><li>. Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;</li><li>. Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;</li><li>. on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and</li><li>. where a dispute arises over the use or restoration of a Quarry by Government, either the Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.</li></ul>
<b>REFERENCED CLAUSES:</b>	18.2.6; Cross reference 18.2.2, 18.2.5;

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Use Quarry and associated specified substances in accordance with land use standards, taking reasonable steps to minimize interference with other uses of Settlement Land.	As required for public purposes
Government	Notify VGFN of intention to abandon use of Quarry.	Prior to ending use
VGFN	Review notice and determine if site restoration is appropriate.	Upon receipt of notice
VGFN	Notify Government of decision regarding need for site restoration.	As soon as practicable
Government	Restore Quarry in accordance with standards.	If required by VGFN
Government and VGFN	Prepare for and respond to application to the Surface Rights Board.	If dispute arises and a referral is made by either Government or VGFN

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Government use of other Quarries on Settlement Land
<b>RESPONSIBLE PARTY:</b>	Government, VGFN
<b>PARTICIPANT/LIAISON:</b>	Surface Rights Board
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.</p> <p>If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.</p> <p>When the Surface Rights Board determines that Government does not need a Quarry on Settlement Land or that a suitable alternative on Non-Settlement Land is available, the Surface Rights Board shall deny Government the right to work the Quarry.</p>
<b>REFERENCED CLAUSES:</b>	18.2.7, 18.2.8, 18.2.9

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN that a Quarry is required for public purposes and that no suitable Quarry is available on Non-Settlement Land.	When no suitable Quarry is available
Government and VGFN	Attempt to reach agreement on need to use Quarry and on appropriate terms and conditions for Government use.	Within 30 days of notification by Government
Government	Establish and work Quarry according to terms and conditions agreed upon.	If agreement is reached with VGFN within 30 days
	OR	
Government	Abandon proposal to use Quarry on Settlement Land.	If no agreement reached with VGFN within 30 days
	OR	
Government or VGFN	Refer dispute to the Surface Rights Board.	If no agreement reached with VGFN within 30 days

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<b>PROJECT:</b>	Other Government use of Quarries
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Unless Government and the affected Yukon First Nation otherwise agree, Government may use Construction Materials removed from a Quarry on Settlement Land only for public purposes either within the Yukon or no further than 30 kilometres beyond the boundaries of the Yukon.
<b>REFERENCED CLAUSES:</b>	18.2.10

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify VGFN of desire to use materials from Quarries on Settlement Land for: <ul style="list-style-type: none"> <li>- non-public purposes or</li> <li>- public purposes more than 30km beyond Yukon boundaries and seek consent of the VGFN.</li> </ul>	As required
VGFN	Consider request and notify Government of decision, including proposed terms and conditions if applicable.	Upon request from Government
Government	Use Quarry as agreed. or	With consent of VGFN
Government	Abandon proposal for use.	If consent not obtained from VGFN

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<b>PROJECT:</b>	Access to Settlement Land with the consent of a VGFN for the exercise of Mineral Rights
<b>RESPONSIBLE PARTY:</b>	VGFN, Government
<b>PARTICIPANT/LIAISON:</b>	Surface Rights Board, Mineral Right holder
<b>OBLIGATIONS ADDRESSED:</b>	<p>Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.</p> <p>Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.</p> <p>Any Person having a New Mineral Right on Category B or Fee Simple Settlement Land who does not have a right of access under 18.4.1 or 18.4.2, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to use, cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.</p>

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Any Person having a New Mineral Right on Non-Settlement Land who does not have a right of access under 18.4.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

**REFERENCED CLAUSES:**

18.3.3, 18.3.4, 18.4.3, 18.4.4;  
Cross reference 5.4.2, 18.3.5, 18.3.6, 18.4.5, 18.5.0

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Responsibility	Activities	Timing
VGFN	Receive request for access to Settlement Land.	As required prior to access pursuant to listed clauses
VGFN	Determine whether or not access will be granted.	Upon request
VGFN	Notify applicant of decision.	Within a reasonable time
VGFN	Prepare for and respond to an application at the Surface Rights Board.	If referral is made upon notice of refusal



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<b>PROJECT:</b>	Property Tax assistance
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN, Taxation authority
<b>OBLIGATIONS ADDRESSED:</b>	<p>During a 10-year transitional period beginning with the year following the year in which a Yukon First Nation Final Agreement is signed, Canada shall assist that Yukon First Nation with the payment of Property Taxes on any Settlement Land of that Yukon First Nation that are subject to Property Taxes while owned by that Yukon First Nation, net of any homeowner's grants. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.</p> <p>Any residence of a Yukon Indian Person which is occupied as a personal residence on Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner-occupied for the purposes of any homeowner's grant programs available from time to time, notwithstanding that title to the lands on which the residence is situated, is held by a Yukon First Nation or Yukon First Nation Corporation.</p>
<b>REFERENCED CLAUSES:</b>	20.7.1, 21.2.2; Cross reference 21.2.1, 21.2.3, 21.2.5, 21.5.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Provide VGFN with application form for any homeowner's grant, requesting information concerning occupancy of residential properties on Fee Simple Settlement Land.	By December 15 of the year of the Effective Date and each subsequent year for nine years

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VGFN	If applying for homeowner's grant, return completed application form to Yukon.	By January 31 of the year following the Effective Date and each subsequent year for nine years
Yukon	During the 10-year transitional period, provide VGFN and Canada with estimate of property tax bill for VGFN, net of any homeowner's grant.	By February 28 of the year following the Effective Date and each subsequent year for nine years
Yukon	Provide VGFN, Canada and taxation authority with a list of the VGFN properties on which any homeowner's grant applies, and the amount of the grant for each one.	Annually, by May 15, beginning in the year following the Effective Date
Taxation authority	Issue tax notices to VGFN in respect of Settlement Land. Send copy to Canada.	Annually, by May 15, beginning in year following the Effective Date
Canada	In the first year, pay to VGFN 100% of tax bill, net of any homeowner's grant.  In subsequent nine years, pay VGFN the stipulated portion of the tax bill, based on the amount owing net of any homeowner's grant.	Annually, in sufficient time to enable VGFN to pay taxes by due date of July 2

**Legislative/regulatory amendments:**

Homeowners Grant Act, R.S.Y. 1986

Assessment and Taxation Act, R.S.Y. 1986, c.10

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**Planning Assumptions**

1. The May 15th and July 2nd dates referenced in the timing for activities above are the deadlines established in the current Assessment and Taxation Act for issuance of tax notices and payment of taxes respectively. These dates may be subject to change from time to time.
2. Yukon shall develop an application form to be used by Yukon First Nations in respect of any homeowner's grant programs.
3. Yukon will provide a list of all fee simple properties on VGFN Settlement Land when the application form for the homeowner's grant is sent to the VGFN. As part of the process of applying for the homeowner's grant, the VGFN will sign a declaration concerning eligibility of properties for the homeowner's grant.

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<b>PROJECT:</b>	Determination of Settlement Land which is exempt from property taxation
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Unimproved Rural Settlement Land is exempt from Property Taxes.</p> <p>Except as otherwise provided in a Yukon First Nation Final Agreement or in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government, all other Settlement Land shall be subject to Laws of General Application respecting Property Taxes as if such lands were equivalent private property.</p>
<b>REFERENCED CLAUSES:</b>	<p>21.2.3, 21.2.5; Cross reference 21.1.0</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, VGFN	For the first assessment roll prepared following the Effective Date, discuss and attempt to reach agreement on which properties on VGFN Settlement Land will be exempt from Property Taxes.	Prior to finalization of assessment roll

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<b>PROJECT:</b>	Action by taxing authority for non-payment of Property Taxes
<b>RESPONSIBLE PARTY:</b>	Yukon, Municipality
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.</p> <p>Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.</p>
<b>REFERENCED CLAUSES:</b>	21.3.1, 21.3.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Taxing authority	Provide VGFN or any VGFN Corporation with initial notice, using double registered mail, of the possible withdrawal of delivery of any or all services to such Settlement Land if taxes are not paid within six months of date of notice.	If Property Taxes are owing on Settlement Land for more than 18 months
Taxing authority	Notify VGFN or any VGFN Corporation by way of double registered letter that services may be withdrawn by a specified date (six months after issuance of initial notice) if taxes are not paid by that date.	If taxes remain unpaid
Taxing authority	Provide notice to VGFN if taxing authority decides to attach the assets of the VGFN or any VGFN Corporation owing the taxes, and/or to initiate other remedies.	If taxes remain unpaid six months after the withdrawal of any Local Government Services



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<b>PROJECT:</b>	Action by taxing authority for non-payment by VGFN for Local Government Services
<b>RESPONSIBLE PARTY:</b>	Yukon, Municipality
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.</p> <p>Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.</p>
<b>REFERENCED CLAUSES:</b>	21.3.3 and 21.3.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Municipality	Provide VGFN with initial notice using double registered mail, of the possible withdrawal of delivery of Local Government Services on Settlement Land if payment not made within two months of date of notice.	If payment for such services remains unpaid for a period of four months

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Yukon, Municipality	Notify VGFN by way of double registered mail, that services may be withdrawn by a specified date if payment not received.	30 days after initial notice if arrears are still outstanding
Yukon, Municipality	At discretion, refer the matter to dispute resolution process under 26.3.0.	If arrears remain unpaid 6 months after withdrawal of services

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<b>PROJECT:</b>	Rates for user-pay Local Government Services for the Vuntut Gwitchin First Nation and any corporation owned or controlled by the Vuntut Gwitchin First Nation
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Unless otherwise agreed by the Yukon and the Vuntut Gwitchin First Nation, the Vuntut Gwitchin First Nation and any corporation owned or controlled by the Vuntut Gwitchin First Nation shall pay the same rates for user-pay Local Government Services as would be paid by property owners in the community of Old Crow.
<b>REFERENCED CLAUSES:</b>	21.4.1.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, VGFN	Attempt to reach agreement upon the rates to be paid for Local Government Services by VGFN or any corporation owned or controlled by the VGFN.	At the request of either party
Yukon	If no agreement, ensure rates for user-pay Local Government Services which are billed to VGFN or any corporation owned or controlled by the VGFN are the same as would be paid by property owners in the community of Old Crow.	From the Effective Date

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<b>PROJECT:</b>	Exemptions to collection of outstanding Property Taxes
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Yukon shall not collect Property Taxes outstanding as at the Effective Date of this Agreement on:</p> <ul style="list-style-type: none"><li>(a) leases 002, 003, 006, 026 and 027 in Parcel C-3A;</li><li>(b) fee simple lots 1004, 1005, 1006, 1007, 1008 and 1009 in Parcel C-4FS; and</li><li>(c) lease 007 in Parcel C-5A.</li></ul>
<b>REFERENCED CLAUSES:</b>	<p>21.6.1.1; Cross reference Appendix A - Description of Settlement Land C-3A; C-5A; C-4FS/D</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Forgive outstanding Property Taxes on Settlement Land identified in 21.6.1.1 of the VGFA.	As of the Effective Date

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Economic development opportunities plan
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, Vuntut Gwitchin First Nation
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.</p> <p>The economic development opportunities plan for the Vuntut Gwitchin First Nation required under 22.3.1 shall be prepared, to the extent practicable, in the community of Old Crow and shall involve the participation of Vuntut Gwitchin.</p> <p>The plans shall include recommendations to:</p> <ul style="list-style-type: none"><li>- maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;</li><li>- maximize the use of available financial and technical resources; and</li><li>- identify the funding requirements and measures necessary to stimulate community level economic activity; and</li></ul> <p><b>Specific Provision</b></p> <ul style="list-style-type: none"><li>- identify opportunities for the Vuntut Gwitchin First Nation in harvesting activities and opportunities for the Vuntut Gwitchin First Nation to make strategic investments pursuant to 22.3.3</li></ul>
<b>REFERENCED CLAUSES:</b>	22.3.1, 22.3.1.1, 22.3.2.4

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Responsibility	Activities	Timing
VGFN	Notify Canada and the Yukon of intention to establish tripartite planning group to prepare plan.	As soon as practicable after completion of the Implementation Plan
Parties	Establish planning group, set timelines and develop workplan, including recognition of need to include the participation of Vuntut Gwitchin.	As soon as practicable upon receipt of notice
Planning group	Develop plan taking into account all factors listed.	As required
Planning group	Present plan and associated recommendations to the Vuntut Gwitchin First Nation.	As soon as practicable

### Planning Assumptions

1. Plans will take into account existing economic development priorities of the Vuntut Gwitchin First Nation.
2. Funding for economic development planning is available from time to time through such programs as the Canadian Aboriginal Economic Development Strategy (CAEDS), the Economic Development Agreement (EDA) and the Arctic Environmental Strategy (AES).



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Develop a plan to assist in facilitating training and professional development of Yukon Indian People, to increase employment opportunities in technical, managerial and professional positions within the public service
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	YFNs, Training Policy Committee
<b>OBLIGATIONS ADDRESSED:</b>	Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service
<b>REFERENCED CLAUSES:</b>	22.4.1; Cross reference 22.2.2, 22.9.1, 28.3.3.5; Chapter 22 Schedule A Part I

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Notify YFNs of intent to consolidate information from training and professional development program reviews, already underway.	Within a reasonable time after Settlement Legislation
VGFN	Identify VGFN liaison to participate in the consolidation exercise.	Upon receiving notice

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

Government, YFNs	Review the consolidated information to identify obstacles and opportunities with respect to improving access for Yukon Indian People to employment opportunities within the public service.	Within a reasonable time and completed within three months
Government, YFNs	Develop a plan to improve access for Yukon Indian People to employment opportunities with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.	Within six months of review being completed
Government, YFNs	Implement the plan.	Within a reasonable time
Government, YFNs	Provide for a periodic review of the plan.	Ongoing

### Planning Assumptions

1. This Activity Plan is intended to provide a general framework that will complement the specific planning processes outlined in VGFA specific provisions.
2. The Training Policy Committee is mandated to review existing training programs and may recommend changes to those programs. The work of the Training Policy Committee will complement the activities anticipated through the review and planning exercises.
3. Training and professional development opportunities exist throughout government and departments will provide information on their processes for the purpose of the review.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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4. Existing information related to any review of these processes will be made available for the review.
5. Professional associations, such as the Yukon Teachers Association, offer ongoing annual professional development programs and should be encouraged to participate and provide information for the purposes of the review and plan.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People
<b>RESPONSIBLE PARTY:</b>	YFNs, Yukon
<b>PARTICIPANT/LIAISON:</b>	Training Policy Committee
<b>OBLIGATIONS ADDRESSED:</b>	The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment
<b>REFERENCED CLAUSES:</b>	22.4.2; Cross reference 22.2.2, 22.9.1, 28.3.3.5; Chapter 22 Schedule A Part I

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN, Yukon	Assess employment opportunities within the trades sector, in VGFN communities.	Immediately following Effective Date
YFNs, Yukon	Contact trade unions to encourage their participation in the development and review of apprenticeship training programs.	Within a reasonable time
YFNs, Yukon	Review existing apprenticeship training programs to assess their effectiveness in promoting greater participation by Yukon Indian People.	Within a reasonable time

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

YFNs, Yukon	As may be required, and to the extent practicable, modify existing programs or develop new programs to assist in achieving the goal of greater participation.	Following review and within two years of Effective Date
YFNs, Yukon	Provide for a regular review of effectiveness of apprenticeship training programs.	Ongoing

### Planning Assumptions

1. This Activity Plan is intended to provide a general framework that will complement the specific planning processes outlined in VGFA specific provisions.
2. The Training Policy Committee is mandated to review existing training programs and may recommend changes to those programs.
3. Trade Unions establish training programs and apprenticeship opportunities and they should be encouraged to participate in the review and planning processes.

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<b>PROJECT:</b>	Notice of tenders
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.
<b>REFERENCED CLAUSES:</b>	22.5.1; Cross reference 22.2.2, 22.5.2, 22.5.6, 22.5.7, 22.5.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Advise Yukon that VGFN wishes to be notified of public tenders and of their interest in receiving contract information.	Any time after Effective Date, at discretion
Yukon	Provide available public information with respect to public tenders and contracting.	As soon as practicable after notification
VGFN	Provide information re: ability to supply goods and services, for inclusion on bidders' or source lists.	At discretion
Yukon	Provide written notice of public tenders to VGFN if VGFN has indicated a wish to be advised of public tenders.	At the time Yukon publicly invites tenders



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Yukon	Where bidders' lists or similar methods are used, notify VGFN if VGFN is on such lists.	At the time Yukon invites tenders
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**Planning Assumptions**

1. Additions to the source lists made between release periods can be accessed by VGFN through the Yukon Contract Administration office.
2. VGFN may request that general information on public tendering and contracting be provided through a workshop or meeting. Such workshops/meetings may be coordinated with other YFNs.

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<b>PROJECT:</b>	Information on non-public contracts
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.
<b>REFERENCED CLAUSES:</b>	22.5.3; Cross reference 22.2.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Supply VGFN with a copy of the list of contracts as tabled annually in the Legislature.	As soon as practicable after annual tabling

**Planning Assumption**

1. If lists of contracts are generated on a more frequent basis, Yukon will provide as available.

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<b>PROJECT:</b>	Inclusion of VGFN on federal contract lists
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>For contracts to be awarded in the Yukon, the Government of Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.</p> <p>A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.</p>
<b>REFERENCED CLAUSES:</b>	22.5.4, 22.5.5; Cross reference 22.2.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Advise Canada if VGFN is interested in being included on contract lists in Yukon.	At discretion
Canada	Provide information with respect to contracting and qualifications that may be required, including Standing Offer Agreements process.	As soon as practicable after VGFN request
VGFN	Notify Canada of qualifications, etc. when indicating on which contract list VGFN wishes to be included.	At discretion

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Canada	Notify VGFN if VGFN included on specific contract lists.	At request of VGFN
Canada	Provide publicly available information with respect to contracts that have been awarded in Yukon	As soon as practicable after VGFN request

**Planning Assumptions**

1. VGFN may request that information re: contracts be provided through a workshop or meeting. Such workshops/meetings may be coordinated with other YFNs.
2. When seminars/workshops are arranged, there may be an initial consultation process between VGFN and Canada with respect to the content and delivery of the information.

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<b>PROJECT:</b>	Access to Government contracting and registration
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.</p> <p>Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.</p> <p>Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.</p>
<b>REFERENCED CLAUSES:</b>	22.5.6, 22.5.7, 22.5.8; Cross reference 22.2.2, 22.5.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, Canada	Provide information to Yukon Indian People and VGFN corporations re: access to contracts, standing offer agreements, how to register on lists or inventories.	At request of Yukon Indian People
	Provide this information through seminars/workshops.	Where practicable

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### **Planning Assumptions**

1. When seminars/workshops are arranged, there may be an initial consultation process between VGFN and Government with respect to the content and delivery of the information.



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<b>PROJECT:</b>	Structuring contracts to a manageable size
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	The Government of Yukon shall, where reasonable, make best efforts to structure contracts, on both Settlement Land and Non-Settlement Land, so that they are of a size manageable by small businesses.
<b>REFERENCED CLAUSES:</b>	22.5.10; Cross reference 22.2.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Where reasonable, make best efforts to structure contracts so that they are of a size manageable by small business.	Ongoing
Yukon	Provide information to indicate Yukon efforts to structure contracts to meet the objective of this clause.	Annually, upon request of VGFN

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Assisting Yukon Indian People to invest in public corporations
<b>RESPONSIBLE PARTY:</b>	Government
<b>PARTICIPANT/LIAISON:</b>	Yukon Indian People
<b>OBLIGATIONS ADDRESSED:</b>	Subject to 22.2.0, Government shall assist Yukon Indian People to make investments in public corporations.
<b>REFERENCED CLAUSES:</b>	22.6.1; Cross reference 22.2.0, 22.6.5, 22.6.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Provide list of public corporations and information as may be available respecting existing investment opportunities.	At request of VGFN
Yukon Indian People	Request assistance from Government.	When interested in making investments in public corporations
Government	Consider request and identify options for practicable form(s) of assistance, depending on the circumstances.	Within a reasonable period of time following the request
Yukon Indian People, Government	Review the options and attempt to reach agreement on the assistance to be provided.	
Government	Provide assistance as agreed upon.	

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**Planning Assumptions**

1. For the purposes of this clause, Yukon Indian People may be represented by a Yukon First Nation or by a corporate entity established either by an individual Yukon First Nation or by Yukon First Nations collectively.
2. Activities under this clause may be cross-referenced with input from regional economic plans.

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<b>PROJECT:</b>	VGFN participation with Yukon Development Corporation
<b>RESPONSIBLE PARTY:</b>	Yukon Development Corporations, VGFN
<b>PARTICIPANT/LIAISON:</b>	VGFN Corporation, Yukon Development Corporation
<b>OBLIGATIONS ADDRESSED:</b>	Yukon First Nation corporations may participate with the Yukon Development Corporation in economic opportunities, and such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.
<b>REFERENCED CLAUSES:</b>	22.6.4; Cross reference 22.2.2, 22.6.6, Chapter 22 Schedule A Part I 4.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN corporations or Yukon Development Corporation	At discretion, meet to discuss participation with VGFN corporations or Yukon Development Corporation in economic opportunities such as joint ventures, partnerships and equity participation in subsidiary corporations].	After Effective Date
VGFN corporations or Yukon Development Corporation	At discretion, propose participation in specific economic opportunities.	When the opportunity arises
VGFN corporations or Yukon Development Corporation	Review/study proposal at discretion. Respond to initiating Party - accept or decline proposal.	Within a reasonable time period

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VGFN corporations or  
Yukon Development  
Corporation

Proceed with joint  
participation in economic  
opportunity.

If proposal accepted by both  
Parties

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**PROJECT:** VGFN participation in acquisition or disposal of business venture

**RESPONSIBLE PARTY:** Yukon Development Corporation

**PARTICIPANT/LIAISON:** VGFN

**OBLIGATIONS ADDRESSED:** Yukon First Nations shall be offered an opportunity to participate in all ventures where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture.

**REFERENCED CLAUSES:** 22.6.5;  
Cross reference 22.2.2, 22.6.1, 22.6.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon Development Corporation	Notify VGFN of opportunity to participate in acquisition or disposal of a business venture in a timely manner.	Where Yukon Development Corporation seeks public participation
VGFN	Research feasibility of participation in acquisition or disposal of business venture.	At discretion, after notification of business opportunity
	Participate in acquisition or disposal of business venture with Yukon Development Corporation.	At discretion



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**PROJECT:** Implementing procedures for joint capital planning

**RESPONSIBLE PARTY:** Yukon First Nation, Yukon  
Yukon First Nation, Canada

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** Government and Yukon First Nations shall establish, to the extent practicable, procedures for joint capital planning

**REFERENCED CLAUSES:** 22.6.6;  
Cross reference 22.6.1, 22.6.4, 22.6.5, 22.5.0,  
Chapter 22 Schedule A Part 1 sections 2 - 5

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
YFN, Yukon YFN, Canada	Designate senior officials to meet to establish procedures, to the extent practicable, for joint capital projects planning for departments, agencies, crown corporations and YFNs.	At the request of one of the Parties
YFN, Yukon YFN, Canada	Discuss common interests and mutual priorities.	
YFN, Yukon YFN, Canada	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable

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YFN, Yukon YFN, Canada	Designate senior officials to meet to establish procedures, to the extent practicable, for joint public finance for departments, agencies, crown corporations and YFNs.	At the request of one of the Parties
YFN, Yukon YFN, Canada	Discuss common interests and mutual priorities.	
YFN, Yukon YFN, Canada	As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.	As practicable

### Planning Assumptions

1. 22.6.6 is to be used as a single window process for facilitating cooperation between the Parties in meeting the intentions of various provisions of the Agreement. This should be a high priority for the Parties. There are two objectives for establishing procedures through two bilateral discussions. The first deals with procedures for public works and infrastructure developments for Government and YFNs. The second relates to planning for public finance for Governments and YFNs. While related, they should be addressed separately.
2. There shall be two separate processes -- one for Yukon and one for Canada.

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<b>PROJECT:</b>	Annual review of Yukon Economic Strategy
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	The Yukon shall ensure that at least one-quarter of the delegates invited to attend the annual review of the Yukon Economic Strategy are Yukon Indian People or their representatives.
<b>REFERENCED CLAUSES:</b>	22.7.2; Cross reference 22.2.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify Yukon First Nations of annual review of Yukon Economic Strategy. Request names of delegates.	Annually
VGFN	Provide Yukon with names of delegates.	Annually
Yukon	Invite delegates and ensure that at least one quarter of total delegates are Yukon Indian People or their representatives.	Annually

**Planning Assumption**

1. The requirements of this clause shall be a criterion in the normal process of arranging the annual review of the Yukon Economic Strategy.

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<b>PROJECT:</b>	Development of plan re: representative public service
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall develop and implement a plan which will include measures designed to attain the goals of:</p> <p>a representative public service located in the Yukon, taking into account the aboriginal/non-aboriginal and gender make-up of the population of the Yukon; and</p> <p>a representative public service located within the Vuntut Gwitchin First Nation Traditional Territory that reflects the aboriginal/non-aboriginal make-up of the population of the Yukon.</p> <p>Government shall Consult with the Vuntut Gwitchin First Nation in developing the plan.</p> <p>The plan shall be prepared within two years of the Effective Date of this Agreement.</p> <p>The plan shall provide for periodic review.</p> <p>The plan shall address:</p> <p>training;</p> <p>public information;</p> <p>counselling;</p> <p>work place support;</p> <p>targeted recruiting;</p> <p>the designation of positions to be held by aboriginal people;</p>

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preferences in hiring;

measures to manage the effect of the Government plan on the ability of the Vuntut Gwitchin First Nation to recruit and retain qualified employees; and

such other measures as may reasonably contribute to achieving the goal of a representative public service.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I, 1.1, 1.2, 1.3, 1.5, 1.6;  
Cross reference 22.4.1, 22.4.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Initiate and develop a proposal for a plan designed to attain the above stated goals, including matters involving job descriptions and commencing with the issues within the VGFN Traditional Territory. Notify VGFN of intention to develop plan, provide details of proposal and arrange for meeting meeting of Parties.	As soon as practicable after Effective Date
VGFN, Canada, Yukon	Discuss proposal for plan and develop outline of plan.	At scheduled meeting
Canada, Yukon	Develop the plan incorporating views of VGFN wherever practicable.	After meeting with VGFN
Canada, Yukon	Send proposed plan to VGFN and ask for response.	After completion of plan

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VGFN	Prepare and present its views.	Within a reasonable period of time
Canada, Yukon	Complete the plan, making changes, wherever practicable, based on VGFN response.	Within two years of Effective Date

**Planning Assumptions**

1. In developing the plan, the Parties shall consider Chapter 22, Schedule A, Part I, 1.7.1 and 1.7.2.
2. It is understood that VGFN primary interests will be in the Traditional Territory and therefore the initial steps in the plan should focus on the VGFN Traditional Territory.
3. Both Governments will be undertaking their own plans, with appropriate coordination between the two Governments.



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<b>PROJECT:</b>	Consolidation of plan re: representative public service.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Government may consolidate the plan, after Consultation with the Vuntut Gwitchin First Nation, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Vuntut Gwitchin First Nation set out in the plan.
<b>REFERENCED CLAUSES:</b>	Chapter 22 Schedule A Part I 1.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Notify VGFN of desire to consolidate the plan with other plans. Provide details and request comments.	If Government proposes to consolidate
VGFN	Prepare and present views, including comments on potential adverse effects.	Within a reasonable time period
Canada, Yukon	Provide full and fair consideration to views presented by VGFN.  At discretion and if there is agreement that there are no adverse effects to VGFN, consolidate the plans.	

**Planning Assumption**

1. This activity may be initiated at the request of VGFN.

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<b>PROJECT:</b>	Review of public service job descriptions
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall review job descriptions and other requirements for public service positions to ensure that:</p> <p>implicit or explicit cultural bias is eliminated in the hiring and promotional process; and</p> <p>employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for residents of the Vuntut Gwitchin First Nation Traditional Territory to obtain employment and to receive promotions.</p>
<b>REFERENCED CLAUSES:</b>	<p>Chapter 22 Schedule A Part I 1.7; Cross reference Chapter 22 Schedule A Part I 1.1</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon	Review job descriptions in the public service for employees in the Yukon.	After Effective Date
Canada, Yukon	Make available to VGFN the conclusions of the review, including information with respect to the approach followed in making any changes to job descriptions or other requirements for public service positions.	At request of VGFN

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**Planning Assumption**

1. It is anticipated that when reviewing job descriptions Government will consider relevant information gathered during the development of the plan under Chapter 22, Schedule A, Part I, 1.1

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<b>PROJECT:</b>	Negotiation of a Project agreement
<b>RESPONSIBLE PARTY:</b>	Yukon, VGFN, Project developer
<b>PARTICIPANT/LIAISON:</b>	Canada
<b>OBLIGATIONS ADDRESSED:</b>	<p>Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Vuntut Gwitchin First Nation which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the developer, the Vuntut Gwitchin First Nation and the Yukon negotiate a Project agreement.</p> <p>Project agreements referred to in 2.2 may include:</p> <p>employment opportunities for Vuntut Gwitchin;</p> <p>business opportunities for the Vuntut Gwitchin First Nation or for Vuntut Gwitchin, including contracts and the provision of goods and services;</p> <p>investment opportunities for the Vuntut Gwitchin First Nation including equity purchase; and</p> <p>other measures to mitigate negative socio-economic effects of the Project on Vuntut Gwitchin or the Vuntut Gwitchin First Nation.</p> <p>The provisions in 2.2 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of 2.2.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 22 Schedule A Part I 2.2, 2.3, 2.4; Cross reference Chapter 12, 12.3.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	At discretion of Yukon Minister, where Yukon has jurisdiction to issue a Decision Document reviewed by a panel of Yukon Development Assessment Board, include a provision in Decision Document to require VGFN, Yukon and developer to negotiate a Project agreement.	Until Jan. 1, 2016
Yukon, VGFN, Project developer	Negotiate Project agreement.	If required by Decision Document
Canada, Yukon, VGFN	Enter agreement to extend period of application of 2.2.	If agreed to by Parties to VGFA

**Planning Assumptions**

1. The Yukon, Canada and CYI shall make best efforts to consider the inclusion of this provision in interim measures developed under Development Assessment Process.
2. In developing government information or forms to be provided to prospective developers, Government will consider including information that encourages developers to discuss their projects with affected Yukon First Nations during the initial planning stages and prior to any reviews by a panel of the Yukon Development Assessment Board.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Negotiation of economic development agreements.
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, VGFN
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government may enter into economic development agreements with the Vuntut Gwitchin First Nation which provide:</p> <p>technical and financial assistance for economic development purposes to residents of the Vuntut Gwitchin First Nation Traditional Territory and to organizations, businesses and corporations owned by those residents, Vuntut Gwitchin or the Vuntut Gwitchin First Nation;</p> <p>for the participation of the Vuntut Gwitchin First Nation in the planning, management, administration and decision making of those programs and services; and</p> <p>for measures to implement recommendations of the regional economic development plan.</p> <p>Economic development agreements referred to in 3.1:</p> <p>shall describe the purposes for which technical and financial assistance may be used;</p> <p>may provide for a financial contribution by the Vuntut Gwitchin First Nation, consistent with the ability of the Vuntut Gwitchin First Nation to contribute; and</p> <p>may provide for a financial contribution by Government for the purpose of the agreement.</p>



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

The Vuntut Gwitchin First Nation shall have the right to nominate no less than one third of the members of any joint planning, management, advisory, or decision making body established pursuant to an economic development agreement referred to in 3.1.

**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 3.1, 3.2, 3.3;  
Cross reference 22.6.6; Chapter 22 Schedule A  
Part I 6.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, VGFN	At discretion of any Party, initiate request to negotiate economic development agreement(s) with VGFN.	After Effective Date
Canada, Yukon, VGFN	Assess need to negotiate economic development agreement(s).	
Parties	Respond to request to enter negotiations.	Within a reasonable period of time
Canada, Yukon, VGFN	Negotiate economic development agreement(s).	If Parties agree
Canada, Yukon, VGFN	Consider the regional economic development plan, if completed, and any other relevant information.	When negotiating an economic development agreement(s)
VGFN	Nominate no less than one third of the members of any joint planning, management, advisory or decision making body.	If established pursuant to an economic development agreement(s)

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of terms and conditions for acquiring interest in a Project

**RESPONSIBLE PARTY:** VGFN, Proponent

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** The Vuntut Gwitchin First Nation shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.

Subject to 4.5 and 4.6, and after notice has been given under 4.7.2, the Proponent and the Vuntut Gwitchin First Nation, at the request of the Vuntut Gwitchin First Nation, shall negotiate the terms and conditions of the Vuntut Gwitchin First Nation acquiring its interest in a Project.

At any time at least 270 days after notice has been given under 4.7.2, the Proponent may provide in writing to the Vuntut Gwitchin First Nation an offer setting out all the proposed terms and conditions of the Vuntut Gwitchin First Nation acquiring its interest pursuant to 4.2 in the Project.

The offer referred to in 4.5 shall be open for acceptance by the Vuntut Gwitchin First Nation for 30 days, and, failing acceptance of the offer, the Proponent shall have no further obligation to the Vuntut Gwitchin First Nation under 4.0 for that Project.

The Proponent shall, as soon as practicable:

give notice to the Vuntut Gwitchin First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Vuntut Gwitchin First Nation; and

give notice to the Vuntut Gwitchin First Nation of receipt of all regulatory approvals required to start construction of a Project.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 4.2, 4.4, 4.5, 4.6, 4.7;  
Cross reference 22.6.6; Chapter 22 Schedule A Part I  
4.1, 4.3, 4.8, 4.11

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Proponent	Communicate to VGFN about any proposed projects within VGFN Traditional Territory.	Annually and preferably at least six months prior to offering an option to VGFN
Proponent	Provide general information with respect to proposed projects.	At request of VGFN and within a reasonable period of time after request
Proponent	Provide notice to VGFN of completion of all studies and investigations into the feasibility of a project.	As soon as practicable
Proponent	Make studies available to VGFN.	At request of VGFN
Proponent	Provide notice to VGFN of receipt of all regulatory approvals.	As soon as practicable after receipt of regulatory approvals
VGFN	Enter into negotiations re: terms and conditions of acquiring an interest in the Project.	After Proponent provides above notice, and after request by VGFN

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Proponent	Provide to VGFN a written offer setting out terms and conditions for acquiring an interest in the Project pursuant to 5.2.	If Parties have not agreed on terms and conditions and at least 270 days after notice given under 5.7.2
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**Planning Assumption**

1. If both agree to do so, the Proponent and the VGFN may enter into discussions prior to the receipt of all regulatory approvals, concerning acquisition of an interest in a Project by the VGFN.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Offer to purchase Vuntut Gwitchin First Nation interest in a Project
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Proponent
<b>OBLIGATIONS ADDRESSED:</b>	<p>Unless otherwise agreed by all the parties owning an interest in a Project, the Vuntut Gwitchin First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 4.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.</p> <p>The Proponent may exercise the first right to purchase set out in 4.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Vuntut Gwitchin First Nation in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 22 Schedule A Part I 4.9, 4.10; Cross reference 22.6.6

<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Unless otherwise agreed by all the parties owning an interest: If ready and willing to accept an offer to purchase VGFN interest, communicate terms of offer to the Proponent.	Upon receipt of a bona fide offer to purchase VGFN interest

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Proponent	Advise VGFN in writing of Proponent's intention to exercise its first right to purchase, if Proponent decides to exercise right.	Within 30 days after receipt of notice re: offer
Proponent	Complete purchase of said interest or portion.	If Proponent decides to purchase, within 100 days after giving notice of intention to buy the VGFN interest



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Location of meetings
<b>RESPONSIBLE PARTY:</b>	Government, VGFN
<b>PARTICIPANT/LIAISON:</b>	Regional Land Use Planning Commission
<b>OBLIGATIONS ADDRESSED:</b>	<p>Meetings required between Government and the Vuntut Gwitchin First Nation on management plans for Special Management Areas established in the Vuntut Gwitchin First Nation Traditional Territory pursuant to this Agreement, or following the Effective Date of this Agreement, shall be held, to the extent practicable, in the community of Old Crow.</p> <p>Meetings required between Government and the Vuntut Gwitchin First Nation with regard to land use planning for a planning region which includes any part of the Vuntut Gwitchin First Nation Traditional Territory shall be held, to the extent practicable, equitably in the communities of the planning region.</p> <p>The regional planning commission shall be the body responsible for deciding in which communities the meetings referred to in 5.2 shall be held.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 22 Schedule A Part I 5.1, 5.2, 5.3; Cross reference Chapter 10 Chapter 11

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government, VGFN	To the extent practicable, agree to hold a meeting re: management plans for Special Management Areas in Old Crow.	As required

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Government, VGFN	Hold meetings with regard to land use planning for a planning region which includes any part of the VGFN Traditional Territory, in the communities designated for the meetings by the regional planning commission.	As required
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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

- PROJECT:** Preparation of Vuntut Gwitchin First Nation regional economic development plan.
- RESPONSIBLE PARTY:** Canada, Yukon, VGFN
- PARTICIPANT/LIAISON:**
- OBLIGATIONS ADDRESSED:** No later than one year after the Effective Date of this Agreement, Government and the Vuntut Gwitchin First Nation shall jointly undertake the preparation of a regional economic development plan for the Vuntut Gwitchin First Nation Traditional Territory.
- The regional economic development plan shall:
- examine the state of the economy in the Traditional Territory;
  - recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
  - recommend priorities for economic development in the Traditional Territory;
  - recommend measures to integrate the Vuntut Gwitchin First Nation economic development opportunities plan required pursuant to 22.3.1 with the regional economic development plan for the Traditional Territory;
  - recommend measures to integrate the regional economic development plan with the overall Yukon economy strategy;
  - recommend actions which Government and the Vuntut Gwitchin First Nation should take to implement the regional economic development plan;
  - provide for periodic review and evaluation of the regional economic development plan; and

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

recommend a process of amendment for the plan.

Nothing in 6.1 and 6.2 shall be construed to impose on Government or the Vuntut Gwitchin First Nation an obligation to implement the recommendations of the regional economic development plan.

Nothing in the regional economic development plan shall be construed to:

prevent the Vuntut Gwitchin First Nation from accessing or making use of economic development programs of general application available to a Yukon resident or a Canadian citizen; or

restrict access by Vuntut Gwitchin to any other employment or training position available outside the Vuntut Gwitchin First Nation's Traditional Territory.

**REFERENCED CLAUSES:**

Chapter 22 Schedule A Part I 6.1, 6.2, 6.3, 6.4;  
Cross reference 22.3.1; Chapter 22 Schedule A Part I,  
3.1, 3.2

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**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, VGFN	<p>Undertake preparation of a regional economic development plan for the VGFN Traditional Territory:</p> <ul style="list-style-type: none"> <li>- Review the plan developed pursuant to 22.3.1 to determine how it may be integrated with the regional economic development plan;</li> <li>- Develop planning methodology;</li> <li>- Identify priority sectors of the economy to be the subject of the plan, including ongoing re-prioritizing for sectors yet to be planned; and</li> <li>- Prepare the plan, including recommended actions for implementation.</li> </ul>	<p>No later than one year after Effective Date and following completion of plan under 22.3.1</p>

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Inclusion of criteria for special aboriginal or local knowledge.
<b>RESPONSIBLE PARTY:</b>	Boards in 2.12.1, Designated Office (12.2.0)
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Boards referred to in 2.12.1 and the Designated Office defined in 12.2.0 shall consider the inclusion of criteria for special aboriginal or local knowledge when establishing specifications for contract opportunities and job descriptions for any employment activities which a Board or a Designated Office may have.</p> <p>Nothing in 6.1 shall be construed to mean that a criterion for Vuntut Gwitchin employment shall be the determining criterion in awarding any contract.</p>
<b>REFERENCED CLAUSES:</b>	Chapter 22 Schedule A Part I 7.1, 7.2; Cross reference Implementation Plan, Annex B, Part I, Board Services and Facilities

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Boards listed in 2.12.2, Designated Office under 12.2.0	Consider the inclusion of criteria for special aboriginal or local knowledge.	When establishing specifications for contract opportunities and job descriptions



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Right to acquire new commercial freshwater fishing permits or licences
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Vuntut Gwitchin First Nation shall have the right of first refusal to acquire new commercial freshwater fishing permits or licences in the Vuntut Gwitchin First Nation Traditional Territory until the Vuntut Gwitchin First Nation and Vuntut Gwitchin Firms together have been allocated 25 percent of commercial freshwater fish quota in the Vuntut Gwitchin First Nation Traditional Territory.</p> <p>The Vuntut Gwitchin First Nation shall apply to Government for such licences or permits offered under 1.0, 2.0 or 3.0 within one year of the offer of a licence or permit under 1.0, 2.0, or 3.0, failing which the right of first refusal for that licence or permit shall lapse.</p> <p>A licence or permit in respect of which a right of first refusal has lapsed under 5.3 shall not be considered a licence or permit offered to the Vuntut Gwitchin First Nation under 1.0, 2.0 or 3.0.</p> <p>When the Vuntut Gwitchin First Nation applies for a licence or permit pursuant to 5.3 and satisfies the requirements which otherwise apply to obtaining that licence or permit, Government shall allocate the licence or permit to the Vuntut Gwitchin First Nation.</p> <p>In allocating the permits and licences referred to in 1.0, 2.0 and 3.0 which are remaining after those specifically allocated to the Vuntut Gwitchin First Nation, Government shall take into account the special circumstances of the Vuntut Gwitchin First Nation in its Traditional Territory.</p>

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the licences or permits required to be offered under 1.0, 2.0 and 3.0.

Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace any licence or permit obtained by the Vuntut Gwitchin First Nation under these provisions which licence or permit the Vuntut Gwitchin First Nation has sold or assigned.

Nothing in 1.0, 2.0, or 3.0 shall be construed to prevent the Vuntut Gwitchin First Nation or a Vuntut Gwitchin from acquiring additional permits or licences through the normal regulatory process.

The right of first refusal pursuant to 1.0, 2.0, 3.0 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of that provision.

**REFERENCED CLAUSES:**

Chapter 22 Schedule A Part II 1.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9;

Cross reference 16.5.4; Chapter 22 Schedule A Part II 5.1

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Responsibility	Activities	Timing
Yukon	Communicate with VGFN if Yukon is considering issuing new commercial freshwater fishing permits or licences in the Traditional Territory of VGFN.	Prior to making decision about issuing new licences
VGFN	At discretion, consider issue and provide comments to Yukon.	Within a reasonable period of time

# **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

Yukon	Notify VGFN of decision and offer licence or permit to VGFN.	Upon decision to issue new commercial freshwater fishing permits or licences until VGFN or VGFN firms have been allocated 25 % of quota or until Jan. 1, 2016, unless otherwise agreed
VGFN	At discretion, respond to offer.	Within one year of offer of licence or permit
Yukon	Provide information re: allocations of commercial freshwater fish licences or permits, and on the associated commercial freshwater fish quotas, in the VGFN Traditional Territory.	Upon request of VGFN

## **Planning Assumption**

1. A commercial freshwater fish quota is established whenever commercial freshwater fishing permits or licences are issued in an area or for a particular lake.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Right to acquire new licences or permits in the commercial wilderness adventure travel industry.
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>If Government establishes a quota for a sector of the commercial wilderness adventure travel industry in the Vuntut Gwitchin First Nation Traditional Territory, the Vuntut Gwitchin First Nation shall have a right of first refusal to acquire new licences or permits as follows:</p> <p>in the first year that Government establishes a quota, Government shall offer to the Vuntut Gwitchin First Nation in its Traditional Territory:</p> <ul style="list-style-type: none"><li>- the number of permits or licences equal to 25 percent of the quota established by Government, less the number of permits or licences which are required to allow existing operations which are held by a Vuntut Gwitchin Firm to operate at their then existing level, or</li><li>- the number of permits or licences which remains after the then existing operators in the Vuntut Gwitchin First Nation Traditional Territory have received the permits or licences which are required to allow them to operate at their then existing level,</li></ul> <p>whichever is less; and</p> <p>in the second year, and each year thereafter, Government shall offer to the Vuntut Gwitchin First Nation any new licences or permits issued by Government from time to time until the Vuntut Gwitchin First Nation and Vuntut Gwitchin Firms together have been allocated 25 percent of the quota in effect from time to time.</p>

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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The Vuntut Gwitchin First Nation shall apply to Government for such licences or permits offered under 1.0, 2.0 or 3.0 within one year of the offer of a licence or permit under 1.0, 2.0, or 3.0, failing which the right of first refusal for that licence or permit shall lapse.

A licence or permit in respect of which a right of first refusal has lapsed under 5.3 shall not be considered a licence or permit offered to the Vuntut Gwitchin First Nation under 1.0, 2.0 or 3.0.

When the Vuntut Gwitchin First Nation applies for a licence or permit pursuant to 5.3 and satisfies the requirements which otherwise apply to obtaining that licence or permit, Government shall allocate the licence or permit to the Vuntut Gwitchin First Nation.

In allocating the permits and licences referred to in 1.0, 2.0 and 3.0 which are remaining after those specifically allocated to the Vuntut Gwitchin First Nation, Government shall take into account the special circumstances of the Vuntut Gwitchin First Nation in its Traditional Territory.

A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the licences or permits required to be offered under 1.0, 2.0 and 3.0.

Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace any licence or permit obtained by the Vuntut Gwitchin First Nation under these provisions which licence or permit the Vuntut Gwitchin First Nation has sold or assigned.

Nothing in 1.0, 2.0, or 3.0 shall be construed to prevent the Vuntut Gwitchin First Nation or a Vuntut Gwitchin from acquiring additional permits or licences through the normal regulatory process.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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The right of first refusal pursuant to 1.0, 2.0, 3.0 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of that provision.

**REFERENCED CLAUSES:**

Chapter 22 Schedule A Part II 2.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9;  
Cross reference Chapter 22 Schedule A  
Part II 5.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Government	Following Consultation required in Chapter 22, Schedule A, Part II, 5.1, notify VGFN of decision to establish quota and offer licence or permit pursuant to 2.1.1.	In the first year that Government establishes a quota
Government	Offer any new licence or permit issued by Government.	In second year of establishing quota and each year thereafter, until VGFN or VGFN firms have been allo-cated 25% of the quota or until Jan. 1, 2016, unless otherwise agreed
VGFN	Respond to offer.	Within one year of offer of licence or permit and at discretion of VGFN



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Government	Issue licence or permit.	If VGFN applies and satisfies requirements
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**Planning Assumption**

1. A definition of existing wilderness adventure travel operators will be established in consultation with Yukon First Nations and the wilderness adventure travel industry, prior to establishing a quota for a sector of the commercial wilderness travel industry.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Right to acquire new licences or permits in the commercial freshwater sports fishing industry.
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	<p>If Government establishes a quota for the commercial freshwater sports fishing industry in the Vuntut Gwitchin First Nation Traditional Territory, the Vuntut Gwitchin First Nation shall have a right of first refusal to acquire new licences or permits as follows:</p> <p>in the first year that Government establishes a quota, Government shall offer to the Vuntut Gwitchin First Nation,</p> <ul style="list-style-type: none"><li>- the number of permits or licences equal to 25 percent of the number of the quota established by Government, less the number of permits or licences which are required to allow existing operations which are held by Vuntut Gwitchin Firms to operate at their then existing level, or</li><li>- the number of permits or licences which remains after the then existing operation in the Vuntut Gwitchin First Nation Traditional Territory have received the licences or permits which are required to allow them to operate at their then existing level,</li></ul> <p>whichever is less; and</p> <p>in the second year, and in each year thereafter, Government shall offer to the Vuntut Gwitchin First Nation any new licences or permits issued by Government from time to time until the Vuntut Gwitchin First Nation and Vuntut Gwitchin Firms together have been allocated 25 percent of the quota in effect from time to time.</p>

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The Vuntut Gwitchin First Nation shall apply to Government for such licences or permits offered under 1.0, 2.0 or 3.0 within one year of the offer of a licence or permit under 1.0, 2.0, or 3.0, failing which the right of first refusal for that licence or permit shall lapse.

A licence or permit in respect of which a right of first refusal has lapsed under 5.3 shall not be considered a licence or permit offered to the Vuntut Gwitchin First Nation under 1.0, 2.0 or 3.0.

When the Vuntut Gwitchin First Nation applies for a licence or permit pursuant to 5.3 and satisfies the requirements which otherwise apply to obtaining that licence or permit, Government shall allocate the licence or permit to the Vuntut Gwitchin First Nation.

In allocating the permits and licences referred to in 1.0, 2.0 and 3.0 which are remaining after those specifically allocated to the Vuntut Gwitchin First Nation, Government shall take into account the special circumstances of the Vuntut Gwitchin First Nation in its Traditional Territory.

A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the licences or permits required to be offered under 1.0, 2.0 and 3.0.

Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace any licence or permit obtained by the Vuntut Gwitchin First Nation under these provisions which licence or permit the Vuntut Gwitchin First Nation has sold or assigned.

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Nothing in 1.0, 2.0, or 3.0 shall be construed to prevent the Vuntut Gwitchin First Nation or a Vuntut Gwitchin from acquiring additional permits or licences through the normal regulatory process.

The right of first refusal pursuant to 1.0, 2.0, 3.0 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of that provision.

**REFERENCED CLAUSES:**

Chapter 22 Schedule A Part II 3.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9;  
Cross reference 16.5.4, Chapter 22 Schedule A Part II 5.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Following Consultation required in Chapter 22, Schedule A, Part II, 5.1, notify VGFN of decision to establish quota and offer licence or permit pursuant to 3.1.1.	In the first year that Yukon establishes a quota
Yukon	Offer any new licence or permit issued by Yukon.	In the second year of establishing quota and each year thereafter until VGFN or VGFN firms have been allo-cated 25 % of the quota or until Jan. 1, 2016 unless otherwise agreed
VGFN	At discretion, respond to offer.	Within one year of offer of licence or permit
Yukon	Issue licence or permit.	If VGFN applies and satisfies requirements

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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<b>PROJECT:</b>	Right to acquire outfitting concessions.
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	The Vuntut Gwitchin First Nation shall have the exclusive opportunity to any new big game outfitting concession within its Traditional Territory.
<b>REFERENCED CLAUSES:</b>	Chapter 22 Schedule A Part II 4.1; Cross reference 16.5.4

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon, VGFN	Jointly discuss whether to establish a concession within VGFN Traditional Territory, and of any terms and conditions.	Upon establishing a new outfitting concession in VGFN Traditional Territory
Yukon	If agreement on issuance of concession and its terms and conditions, issue outfitting concession to VGFN.	

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Establishment of limits and/or terms and conditions applicable to the commercial wilderness adventure travel industry and for commercial freshwater sports fishing.
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	Government shall Consult with the Vuntut Gwitchin First Nation in deciding whether a limit, and, if so, what limit, should be placed on the number of permits or licences, and on the terms and conditions, if any, that should apply to those permits or licences for a sector of the commercial wilderness adventure travel industry or for commercial freshwater sports fishing in the Vuntut Gwitchin First Nation Traditional Territory.
<b>REFERENCED CLAUSES:</b>	Chapter 22 Schedule A Part II 5.1; Cross reference Chapter 22 Schedule A Part I 3.0, 6.0; 16.6.9, 16.6.10.10

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Responsibility	Activities	Timing
Yukon	Notify VGFN when Yukon is considering imposing a limit on number of permits and licences, and of any terms and conditions applicable to such licences or permits. Provide details to VGFN.	Prior to making a decision to impose a limit, or to apply terms and conditions to licences or permits
VGFN	Prepare and present views on proposed limit or proposed terms and conditions.	Within a reasonable period of time after notification by Yukon
Yukon	Provide full and fair consideration of views presented.	



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Yukon	Make decision whether to impose limits and/or terms and conditions.	After consultation with VGFN
Yukon	Communicate decision to VGFN.	

**Planning Assumption**

1. Yukon may consider imposing a limit pursuant to this clause as a result of any recommendations in the regional economic development plan, economic development agreements, and from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Joint ventures or other arrangements re: use of a permit or licence for commercial freshwater fishing, commercial wilderness adventure travel or commercial freshwater sports fishing.
<b>RESPONSIBLE PARTY:</b>	VGFN
<b>PARTICIPANT/LIAISON:</b>	Yukon
<b>OBLIGATIONS ADDRESSED:</b>	The Vuntut Gwitchin First Nation may enter into joint ventures or other arrangements with other Persons to use a permit or licence allocated to the Vuntut Gwitchin First Nation pursuant to 1.0, 2.0 or 3.0.
<b>REFERENCED CLAUSES:</b>	Chapter 22 Schedule A Part II 5.2; Cross reference Chapter 22 Schedule A Part II 5.7

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Enter into joint ventures or other arrangements.	At discretion of VGFN

**Planning Assumption**

1. Any requirement for notification of Yukon by VGFN will be addressed in the licence or permit requirements.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

- PROJECT:** Calculation of Resource Royalty payments
- RESPONSIBLE PARTY:** Yukon
- PARTICIPANT/LIAISON:** VGFN
- OBLIGATIONS ADDRESSED:** In the event that Canada transfers to the Yukon the authority to receive or to levy and collect royalties in respect of the production of a Resource, the following arrangements shall apply:
- the Yukon shall, subject to 23.2.2, pay to the Yukon First Nations, annually, an amount equal to,
- (a) 50 percent of the first two million dollars of any amount by which the Crown Royalty exceeds the Yukon First Nation royalty, in respect of that year, and
  - (b) 10 percent of any additional amount by which the Crown royalty exceeds the Yukon First Nation Royalty in respect of that year.
- Subject to 23.2.5, the amount due to Yukon First Nations pursuant to 23.2.1 in any year shall not exceed the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.
- The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19 - Financial Compensation.
- The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final Agreement during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.

In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.

**REFERENCED CLAUSES:** 23.2.1, 23.2.2, 23.2.4, 23.2.5, 23.2.6;  
Cross reference 23.1.0, 23.2.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
VGFN	Provide information to Yukon with respect to the production amount on which a Royalty has been paid on Category A Settlement Land and the reasonable costs of collection of VGFN Royalty.	Annually, after devolution of authority to Yukon to receive or to levy and collect royalties in respect of the production of a Resource
Yukon, VGFN	Review proposals for calculations of the amount payable as set out in 23.2.1.1, 23.2.2 and 23.2.4.	Annually
Yukon	Pay amount due to VGFN and include information re: basis for calculation.	Annually, following first activity
Yukon	If there has been an overpayment or under payment to VGFN, adjust payment in following year.	Annually

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**Planning Assumptions**

1. "All Yukon Indian People" for the purpose of the calculation required in clause 23.2.2 refers to the total number of Yukon Indian People whose names appear on the official enrollment list published prior to the date the payments are due.
2. Canadian average per capita income for any given year will be that published by Statistics Canada for the year preceding the year in which the royalty payments are paid.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

<b>PROJECT:</b>	Granting of fee simple interest within VGFN Traditional Territory
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	VGFN
<b>OBLIGATIONS ADDRESSED:</b>	The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.
<b>REFERENCED CLAUSES:</b>	23.2.3; Cross reference 23.1.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Yukon	Notify VGFN of application for fee simple interest in any Resource within VGFN Traditional Territory. Provide details to VGFN.	Upon receipt of application for a fee simple interest in any Resource
VGFN	Prepare and present views.	Within reasonable time period
Yukon	Provide full and fair consideration to views presented.	



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Changes to fiscal regime

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** VGFN, other YFNs

**OBLIGATIONS ADDRESSED:** While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.

**REFERENCED CLAUSES:** 23.2.7

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Responsibility	Activities	Timing
Yukon	Notify Yukon First Nations of proposal to make changes to the fiscal regime which would change the Crown Royalty regime. Provide details.	Within a reasonable period of time in advance, when proposing a change
VGFN	Prepare and present views.	Within reasonable time period
Yukon	Provide full and fair consideration to views presented.	Prior to making amendments to fiscal regime
Yukon	Amend fiscal regime and notify Yukon First Nations of change. Amend payments under 23.2.1.1.	As required by change

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Construction of all-weather road to Old Crow

**RESPONSIBLE PARTY:** Government, VGFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:** subject to the following Special Conditions:

R-1A - Government shall not construct any all-weather road on the Parcel which connects with the community of Old Crow, as defined in 21.2.2 of this Agreement, within twenty years of the Effective Date of this Agreement, without the consent of the Vuntut Gwitchin First Nation.

R10A - Government shall not construct any all-weather road on the Parcel which connects with the community of Old Crow, as defined in 21.2.2 of this Agreement, within twenty years of the Effective Date of this Agreement, without the consent of the Vuntut Gwitchin First Nation.

R11A - Government shall not construct any all-weather road on the Parcel which connects with the Community of Old Crow, as defined in 21.2.2 of this Agreement, within twenty years of the Effective Date of this Agreement, without the consent of the Vuntut Gwitchin First Nation.

**REFERENCED CLAUSES:** Appendix A - Description of Settlement Land: R-1A, R-10A, R-11A;  
Cross reference 11.10.0

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Responsibility	Activities	Timing
Government	Request consent from VGFN to construct an all-weather road on the Parcel which connects the community of Old Crow.	If proposing to construct the road within 20 years of the Effective Date
VGFN	Review request and grant or deny consent.	Within a reasonable period of time

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review of reservation on Settlement Land R-5A

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT/LIAISON:** VGFN

**OBLIGATIONS ADDRESSED:** subject to the following Special Conditions:

- any reservation established for the Department of Fisheries and Oceans as a result of Application 13521;
- from time to time, upon request by the Vuntut Gwich'in First Nation, Government shall review and provide written justification to the Vuntut Gwich'in First Nation for the continued requirement for any reservation which results from Application 13521 and if Government determines it no longer requires the reservation, Government shall cancel the reservation.

**REFERENCED CLAUSES:** Appendix A - Description of Settlement Land: R-5A

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Responsibility	Activities	Timing
VGFN	Request review and written justification for continued requirement for any reservation which results from Application 13521.	From time to time
Canada (DFO)	Review VGFN request to determine necessity for the continuation of any reservation which results from Application 13521.	As soon as practicable after request
	If reservation no longer required, cancel the reservation and notify VGFN of cancellation.	

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

If reservation required,  
provide written justification  
to VGFN.

VGFN

If reservation required,  
review written justification.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Tuttle Airstrip

**RESPONSIBLE PARTY:** Government

**PARTICIPANT/LIAISON:** VGFN

**OBLIGATIONS ADDRESSED:** Tuttle Airstrip:

- Reservation 116I07-0000-00006 shall be cancelled 15 years after the Effective Date of this Agreement unless there has been significant development for airport purposes upon the land described in the reservation;
- following completion of the airport development, Government shall, in Consultation with the Vuntut Gwich'in First Nation, review the area of the reservation and if Government determines it no longer requires any portion of the reservation, Government shall delete that portion from the reservation.
- upon request by the Vuntut Gwich'in First Nation during the period when Government is using the reservation for airport purposes, Government shall grant the First Nation the right to use up to 5 hectares of the reservation, which shall be suitable for hangar purposes, for purposes consistent with the airport upon such terms and conditions as the Parties may agree.

**REFERENCED CLAUSES:** Appendix A - Description of Settlement Land: R-6A

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Responsibility	Activities	Timing
Government	During the period when Government is using the reservation for airport purposes, enter negotiations regarding the use of up to 5 hectares of the reservation.	At request of VGFN

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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Government	If there has been no significant development for airport purposes, cancel Reservation 116I07-0000-00006.	15 years after the Effective Date
Government	If airport development has been undertaken and completed, notify VGFN of intention to review the area of the reservation. Provide details.	
VGFN	Prepare and present views.	Within a reasonable period of time
Government	Provide full and fair consideration to views presented. If Government determines that any portion of the reservation is no longer required, delete that portion from the reservation. Notify VGFN of any deletions from the reservation.	



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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**ANNEX B**  
**COMMISSIONS, COUNCILS**  
**AND COMMITTEES**

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**Application**

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This Annex applies as provided herein to the:

Renewable Resources Council

Regional Land Use Planning Commission

Settlement Land Committee

hereinafter called the "Boards".

**Contents**

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This Annex has five parts:

- Part I - General Provisions
- Part 2 - Board Training and Cross-Cultural Orientation and Education
- Part 3 - Arrangements for the Provision of Aboriginal Language Services to the Boards
- Part 4 - Board Mandates and Activities

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Part 5 - Board Budgets and Related Arrangements.**

These parts, as they apply, are to be read together. Their provisions reflect the agreement of the Parties with respect to the establishment and operation of the Boards, and the related arrangements and activities which the Parties expect to perform in those connections.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Part 1**

**General Provisions**

**Initial Nominations and Appointments  
Renewable Resources Council**

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Each Party has a right to nominate Board members as provided by the UFA in paragraph 2.12.2 and in respect of each Board.

The process of nomination and appointment will require each Party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating Party.

To establish the initial complement of Board members, each Party should commence its procedures to identify prospective nominees upon ratification of the UFA by all Parties. The Minister will request nominations pursuant to UFA 2.12.2.2 as soon as practicable after the date of signing by all Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (UFA 2.12.2.11), shall be forwarded to the Minister within the time provided by 2.12.2.2. The Minister will appoint the nominees in sufficient time for the Boards to be in place as indicated in Part 4 of this Annex.

In order to facilitate these procedures, each Party should confirm with its proposed nominees their readiness to serve, prior to submitting its nominations to the Minister. If a nominee declines an appointment, the Minister and the nominating Party should take steps as soon as practicable to ensure that another nominee is identified and appointed.

## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Initial Nominations and Appointments Regional Land Use Planning Commission and Settlement Land Committee**

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The initial nominations and appointments for the Regional Land Use Planning Commission and Settlement Land Committee will be made as provided in Part 4 of this Annex B.

### **On-Going Process for Nominations and Appointments -- Renewable Resources Council and Regional Land Use Planning Commission**

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#### **1. Replacement of Board Members**

Upon termination of the initial appointments, the Parties should follow the procedures outlined in UFA 2.12.2.2 to 2.12.2.4 and above, in respect of the initial appointments, to ensure that repeat or replacement nominations and appointments take effect in a timely manner. The Parties should use all best efforts to avoid vacancies arising on the Boards due to failures in the process of nomination and appointment.

If a vacancy during term arises on a Board, the Parties should follow the same procedures to ensure that a replacement nominee is appointed at the earliest practicable date for a term consistent with the provisions of UFA 2.12.2.11

#### **2. Removal for Cause**

The authority to remove a Board member lies with the appointing Minister. It is acknowledged that the Minister will choose whether to exercise that discretion on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a Board member only after consultation with the nominating Party, subject to requirements for confidentiality. A replacement for the member removed should be nominated and appointed as soon as practicable.

Where a Board chooses to specify grounds for removal of a member pursuant to UFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating Parties and the Minister forthwith upon the adoption thereof by the Board.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

### **3. Resignation of a Member**

A Board may wish to establish rules or procedures concerning the resignation of Board members. It is recommended that Board members who wish to resign during their term be required to communicate their resignation in writing to the Board, and that the Board forthwith advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable.

### **Organization of the Board**

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For its effective working, the Renewable Resources Council and Regional Land Use Planning Commission, within the first 60 days after it is established by appointments, should convene at least one meeting. The initial meeting of the Board should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete necessary arrangements.

At its initial meeting or as soon as practicable thereafter, each Board should address:

- (a) the selection or nomination of a Chair and/or Vice-Chair, as the UFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to UFA 2.12.2.7 and 2.12.2.10;
- (c) the Board budget and the completion of related financial arrangements;
- (d) any organizational and policy matters, and arrangements with respect to support services and facilities required, for the discharge of its mandate under the UFA;
- (e) any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Board Services and Facilities**

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It is expected that the Renewable Resources Council and Regional Land Use Planning Commission will arrange for the support services and facilities they require. The Boards may co-operate in these arrangements, as they may find convenient. In determining their arrangements, the Boards should consider the training and economic opportunities which may be made available to Yukon First Nations and the specific provisions of the Vuntut Gwitchin First Nation Final Agreement.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Part 2**

**Board Training and**

**Cross-Cultural Orientation and Education**

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This Part applies to the Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee.

For the purposes of UFA 2.12.2.9, 28.3.5, 28.3.7 and the Settlement Land Committee, Board training should include:

1. training in Board procedures and functions;
2. training directed to improve Board members' ability to carry out their responsibilities in the field or fields within the mandate of the Board;
3. familiarization with the provisions of the UFA; and
4. cross-cultural orientation and education.

Each aspect will involve different considerations.

**1. Board procedures and functions**

This training should reflect both internal Board needs and needs of the Board in relation to public process. It should enable a Board to develop the internal rules it may require and to develop its approach and organization for decision-making. This latter area may include matters of policy development, planning, prioritization, time management and financial management. The appropriate time for the different aspects of this training to occur may vary from Board to Board.

It is strongly recommended that each Board assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the Board is established. These requirements should be reassessed and addressed accordingly within 90 days after the termination of the initial appointments, for the benefit of the

## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

replacement nominees. The initial Board's need for and success with training should be considered by subsequent members when assessing their needs and the means by which those needs may be addressed.

Refresher training or specific needs for procedural advice during the term of a Board should be left for each Board to address as and when it so requires.

To ensure that appropriate training is available to the Boards, the Training Policy Committee, in consultation with the Boards, should develop the design and delivery of such training as the Boards may require or request. It is recommended that consideration be given to training in internal procedures and rules by way of a two or three day workshop to be held in Whitehorse. This workshop should be attended by the Chair and at least one other member of each policy Board.

Training in other topics may best occur in a small-group setting with each Board individually. Generally, the training program ought to be completed within the first 3 to 6 months after the effective date.

The Training Policy Committee should choose the facilitator or facilitators for the training program and develop the detailed curriculum in consultation with both the facilitator(s) and the Board Chairs. The suitability of training programs available through existing agencies, educational institutions or private contractors should be considered by the committee in the discharge of its task.

### **2. Training related to Board Mandate**

Each Board should assess and take the steps necessary, including budget provisions, to address the needs of its members for training which will enable them to improve their ability to carry out their responsibilities in the field or fields within the Board's mandate. It is recommended that this occur as soon as practicable in the first year of each Board's term and at least annually thereafter. The specific program or initiatives to be taken in this area should be left to each Board to decide and arrange as it may require.

## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **3. Familiarization with the UFA**

All Parties have an interest in ensuring that the members of each Board understand the purposes of the Board under the UFA. All Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in UFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the UFA, Yukon First Nation Final Agreements and implementation plans. This information program should be carried out in a co-operative, co-ordinated way. It should be completed within the first 90 days after the establishment of the Board, and repeated as necessary during the term of the Board or upon the expiry of the initial Board appointments.

Each Party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

### **4. Cross-Cultural Orientation and Education**

On-going cross-cultural awareness and sensitivity will be important for the effective working of the Boards.

It is strongly recommended that each Board consider and take the steps necessary, including budget provisions, to ensure that its members have the benefit of cross-cultural orientation and education. This should be considered and addressed as soon as practicable in the term of each Board, and thereafter as may be required.

It is expected that cross-cultural orientation and education will have reference to the mandate of each Board and address cultural values, attitudes, strengths and differences in ways that enable the members of each Board, as a cross-cultural group, to work well together for the purposes of their mandate.

The Training Policy Committee should ensure that a suitable program of cross-cultural orientation and education is available to the Boards as the Boards may require or request. In consultation with the Boards, the Training Policy Committee should establish the design and delivery of the program and determine the appropriate facilitators, format and timing. In doing so, the Committee also should consider the suitability of existing services available in Yukon. It is expected, however, that no generic or presently existing program will prove entirely suitable - that is, that the needs of the Boards are unique.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Part 3**

**Aboriginal Language Services**

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This Part applies to the Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee.

The Boards should be able to conduct their proceedings in aboriginal languages when appropriate.

Aboriginal language services in Yukon are currently the subject of a multi-year agreement between Canada and Yukon. It is expected that aboriginal language services will be available to the Boards pursuant to such agreements as may be in place from time to time or through contracting with individuals or organizations for the services desired.

It is expected that all best efforts will be made to ensure that the language services the Boards may require will be available to them at the earliest practicable date.

**Part 4**

**Board Mandates and Activities**

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The following provisions address the mandate and expected activities, and relevant specific arrangements, in respect of each of the Boards.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**RENEWABLE RESOURCES COUNCIL (Vuntut Gwitchin First Nation Final Agreement 16.6.0)**

**Mandate**

In the Vuntut Gwitchin First Nation's Traditional Territory, a Renewable Resources Council shall be established of the effective date of Settlement Legislation, as a primary instrument for local renewable resources management in the Traditional Territory (Vuntut Gwitchin First Nation Final Agreement 16.6.1).

The Renewable Resources Council, acting in the public interest and consistent with this chapter, may make recommendations to the Minister, the Vuntut Gwitchin First Nation, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (Vuntut Gwitchin First Nation Final Agreement 16.6.9).

The Renewable Resources Council may make recommendations pursuant to the Vuntut Gwitchin First Nation Final Agreement 16.6.10.

The Renewable Resources Council may make recommendations to the Minister and the First Nation with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within the Traditional Territory, including:

- the coordination of Forest Resources Management throughout the Yukon and in the Traditional Territory;

- the need for, and the content and timing of, Forest Resources inventories and management plans;

- the policies, programs and Legislation which affect Forest Resources;

- proposals for Forest Resources research;

- forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;

## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;

employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;

measures for the control of forest pests and diseases; and

other matters relating to the protection and management of Forest Resources (17.4.0).

### **Organizational Structure**

The Renewable Resources Council shall be comprised of six members and shall be established as of the Effective Date of Final Agreement (Vuntut Gwitchin First Nation Final Agreement 16.6.2).

The Minister of Renewable Resources shall nominate three persons to the Renewable Resources Council (Vuntut Gwitchin First Nation Final Agreement 16.6.2).

The Vuntut Gwitchin First Nation shall nominate three persons to the Renewable Resources Council (Vuntut Gwitchin First Nation Final Agreement 16.6.2).

One third of the initial appointments to the Renewable Resources Council shall be for three years, one third for four years, and one third for five years (Vuntut Gwitchin First Nation Final Agreement 16.6.5).

After the initial appointments, all appointments shall be for a five year term (Vuntut Gwitchin First Nation Final Agreement 16.6.5).

All appointments to the Renewable Resources Council shall be during good behaviour (Vuntut Gwitchin First Nation Final Agreement 16.6.5).

The Minister of Renewable Resources shall appoint the nominees to the Renewable Resources Council (Vuntut Gwitchin First Nation Final Agreement 2.12.2.3, 2.12.2.4).

Renewable Resources Council members shall be resident within the Vuntut Gwitchin First Nation's Traditional Territory (Vuntut Gwitchin First Nation Final Agreement 16.6.4).



## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

A resident is a person who has long familiarity with the Vuntut Gwitchin First Nation Traditional Territory and its renewable resources and who lives in the Vuntut Gwitchin First Nation Traditional Territory (Vuntut Gwitchin First Nation Final Agreement 16.6.4.1).

With the consent of the Minister of Renewable Resources and the Vuntut Gwitchin First Nation, the Renewable Resources Council may merge with other Renewable Resources Councils to establish a regional Council with the same powers and responsibilities as a Renewable Resources Council (Vuntut Gwitchin First Nation Final Agreement 16.6.12).

### **Operations**

The Renewable Resources Council shall determine its own procedures for selecting its chairperson from its membership (Vuntut Gwitchin First Nation Final Agreement 16.6.3).

The Minister of Renewable Resources shall appoint the chairperson selected by the Renewable Resources Council (Vuntut Gwitchin First Nation Final Agreement 16.6.3).

In the event that the Renewable Resources Council fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Renewable Resources Council after Consultation with the Renewable Resources Council (Vuntut Gwitchin First Nation Final Agreement 16.6.3.1).

The Renewable Resources Council shall make provisions for public involvement in the development of its decision and its recommendations (Vuntut Gwitchin First Nation Final Agreement 16.6.6).

The Renewable Resources Council shall prepare an annual budget, subject to review and approval by Government, pursuant to Vuntut Gwitchin First Nation Final Agreement 16.6.7. The budget shall be in accordance with Government guidelines (Vuntut Gwitchin First Nation Final Agreement 16.6.7).

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

### Activities

The Renewable Resources Council shall undertake activities as may be found in:

Chapter 10, in particular clauses 10.5.5 and 10.3.3, Schedule A including 6.0,

Chapter 16, in particular 16.3.14.1, 16.5.1.4, 16.5.1.10, 16.5.1.12, 16.5.1.15, 16.6.0 (16.6.1 to 16.6.17 inclusive), 16.7.12.7, 16.7.12.8, 16.7.12.9, 16.7.12.10, 16.7.14, 16.7.15, 16.7.17.12(d), 16.8.0 (16.8.1 to 16.8.14 inclusive), 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.1, 16.11.2, 16.11.3.4, 16.11.10.0, 16.13.2 and

Chapter 17, in particular clauses 17.2.2 and 17.4.0 (17.4.1 to 17.4.5 inclusive), 17.5.4.1.

Further information concerning activities associated with the Renewable Resources Council can be found in Activity Plans located in Vuntut Gwitchin First Nation Final Agreement Annex A for the referenced clauses including but not limited to:

10.3.3, 10.5.5, 10 Sched. A 6.2-6.7  
16.6.7, 16.6.10.13, 16.6.15, 16.8.4, 16.8.12, 16.8.14, 16.9.16,  
16.11.3.1, 16.11.3.1, 16.11.10.5, 16.13.2,  
17.2.2, 17.5.1, 17.5.4.1.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**RENEWABLE RESOURCES COUNCIL**

**YEAR 1 BUDGET**

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**Honoraria:**

Members	\$18,750.00
Chair	\$ 6,250.00

**Board:**

Travel and accommodation	\$ 2,000.00
Training	\$ 6,000.00
Public hearings	\$ 3,000.00
Information	\$ 2,000.00
FWMB meeting	\$ 4,000.00
Professional services	\$10,000.00
Clerical	\$16,000.00
Office	<u>\$ 7,000.00</u>
<b>TOTAL</b>	<u><u>\$75,000.00*</u></u>

**MULTI-YEAR FORECAST**

<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
\$75,000.00*	\$75,000.00*	\$75,000.00*

\* Excludes any costs pursuant to Chapter 10, Schedule A, 6.10 and 7.1.

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

### SETTLEMENT LAND COMMITTEE

#### **Mandate and Activities**

The Settlement Land Committee ("Committee") shall be responsible for:

- the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land;
- determining priorities for the survey of all Settlement Land;
- indication to the Surveyor General of portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of the Vuntut Gwitchin First Nation and the public;
- receiving requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;
- determining whether it is practicable to give effect to such requests and shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the Committee considers appropriate.

#### **Guidelines**

- Interim use of Site Specific Settlement Land;
- a report of "...requests relating to the use and enjoyment of Proposed Site Specific Settlement Land..." will be kept by the Committee;
- "...the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement..." will primarily be the responsibility of the VGFN as the entire Proposed Site Specific Parcel will have been agreed to by all parties. The other members of the Committee will have only to ensure that the selected area is within the Proposed Site Specific Parcel and that it is adequately defined for survey purposes;

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

- it is not intended that the Committee act as a substitute for "land use planners". The Committee will only be responsible for approving requests to "occupy" the land but will not be required to approve specific uses in the event that the land is developed;
- any other activities contained in the Vuntut Gwitchin First Nation Final Agreement.

### **Organizational Structure**

The Committee shall be established no later than one month after the signing of the Vuntut Gwitchin First Nation Final Agreement. The representatives to the Committee shall be appointed as follows:

#### Canada Representative

The Department of Indian Affairs and Northern Development will appoint one person to represent the Department when the Settlement Land being dealt with was formerly under Federal administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Department.

The position will be filled by the same person for the life of the individual Committee where possible.

#### Yukon Representative

Yukon will appoint one person to represent Yukon when the Settlement Land being dealt with was formerly under Yukon administration.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Yukon.

The position will be filled by the same person for the life of the individual Committee where possible.



## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

### Vuntut Gwitchin First Nation Representatives

The Vuntut Gwitchin First Nation will appoint two persons to represent the First Nation, and its people, for all land selections negotiated by the Vuntut Gwitchin First Nation.

The representatives will be experienced in land issues, including survey requirements.

The positions will be filled by the same persons for the life of the individual Committee, where possible.

### Chair

The Chair for the Committee will be appointed by the Surveyor General for Canada. The Surveyor General may decide not to appoint the same person for all Committees.

The position of Chair will be filled by the same person for the life of the individual Committee where possible.

The Chair will be an experienced Canada Lands Surveyor with authority to speak on behalf of the Legal Surveys Division (LSD) of Energy, Mines & Resources Canada (EMR).

EMR will employ to the extent possible local personnel to record and document all decisions made at meetings of the Committees.

### **Operations**

The Settlement Land Committee will operate as follows:

### Decision Making

All decisions will be made by consensus and in the event that a decision cannot be reached the problem will be referred to the Dispute Resolution process as described in section 26.3.0 of the UFA. The Chair will decide at what point there is an impasse on any particular decision.



## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Meetings**

Meetings will be called by the Chair. Meetings will normally occur two to three times each year. Normally, there will be one meeting in the winter, to establish and review priorities, and one in the spring to review and approve survey reports and plans. Other meetings may occur as a result of requests arising from VGFN and the VGFN needs which have been related to the Chair. Meetings will be in the community of Old Crow unless reasons arise that make it more practical to meet elsewhere. Regardless, all members of the Committee will be consulted regarding the proposed location. Funding has been provided by Canada to the Vuntut Gwitchin First Nation to enable its nominees to participate in the proceedings of the Committee. Meeting facilities will be provided by the VGFN when the meetings are held in Old Crow.

### **Chair Responsibilities**

To ensure that each Committee is in place within the prescribed period of one month following the signing of a final agreement;

To hold the first meeting as soon as practicable, as the parties agree;

To ensure that detailed information regarding land selections which has been prepared by the negotiators is made available for all meetings;

To ensure that necessary support information is made available by the Government and VGFN land administrators for all meetings;

To ensure that records of decision for all meetings are recorded and distributed to participants;

To present (at the plan approval stage) the surveyor's report to the committee. VGFN shall indicate the process by which VGFN consent will be secured;

To make every effort to reduce the number of decisions which are forwarded to the Dispute Resolution Board;

In collaboration with the Committee members, to alter guidelines and procedures to reflect the needs of the VGFN.

Subject to any amendment of the Plan by the Parties, Canada shall pay to VGFN \$35,715 as its share of the amount identified for Settlement Land Committees.

## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **REGIONAL LAND USE PLANNING COMMISSION**

#### **Mandate**

A Regional Land Use Planning Commission ("Commission") shall develop a regional land use plan ("Plan") and shall recommend the Plan to Government and VGFN for approval.

#### **Organizational Structure**

Canada and any affected Yukon First Nation may agree to establish a Commission at any time after the Effective Date.

A Commission shall have no less than six (6) members. A Commission shall have the number of members as agreed by Government and the affected Yukon First Nation or as prescribed by the specific provisions of the affected Yukon First Nation Final Agreement.

Canada shall consult with Yukon prior to nominating its members, and Yukon First Nations shall nominate their members as soon as practicable after agreement to establish a Commission. The remaining nominations shall be selected in accordance with the specific provisions of the affected Yukon First Nation Final Agreement. Canada, Yukon and affected Yukon First Nations shall adhere to 11.4.3 when selecting nominees.

Appointments will be made by the Minister of Indian Affairs and Northern Development (the "Minister").

The members of the Commission may choose a Chairperson from amongst its members.

The provisions of 2.12.2. shall apply to a Commission.

## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Operations**

A Commission shall prepare an annual budget, after Consultation with each affected Yukon First Nation and shall submit that budget to the Yukon Land Use Planning Council ("Council") (11.9.1). The Council shall review the budget and after Consultation with the Commission shall propose the budget to the Minister for the preparation of regional land use plans. The budget approval process will respect the discretion for the allocation of funds available to the Commissions pursuant to Part 2 Schedule 1 of the UFA Implementation Plan. Canada shall pay the approved expenses of the Commission to the Council from the amounts described in Part 2 of Schedule 1, preferably by way of a multi year contribution agreement. The Council shall pay the approved expenses to the Commission preferably by way of a multi-year contribution agreement.

A Commission may establish a local office. Within the approved budget, a Commission may engage and contract technical or special experts for assistance and may establish a secretariat to assist it in carrying out its functions (11.4.5.1).

### **Activities**

A Commission shall prepare and recommend a Plan to Government and the affected Yukon First Nation within a timeframe established by Government and the affected Yukon First Nation (11.4.4). In carrying out 11.4.4, a Commission shall undertake the activities described in 11.2.0, 11.4.5.3 to 11.4.5.9, 11.5.1, 11.6.1, 11.6.3, and 11.6.5.

A Commission may undertake the activities described in 11.4.5.1 and 11.4.5.10. A Commission may carry out activities associated with 11.4.5.10 with a reduced number of members.

The Commission shall convene a meeting as soon as practicable after the Commission is established.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Part 5**

**Budget Procedures and Financial Arrangements**

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1. The recommended first annual budget and a multi-year financial forecast for the Renewable Resources Council is attached to the relevant Board description in Part 4 of this Annex B.
2. It is understood that the allocation for the Renewable Resources Council set out in Schedule I of this Plan is stated as 1992 constant dollars.
3. If the Minister requests a Renewable Resources Council or Regional Land Use Planning Commission to perform an activity that is not part of the Board's approved budget for a given year, the Board may request additional funding and the Minister shall consider the request.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**ANNEX C**

**INFORMATION STRATEGY**

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**General Requirements**

1. 28.3.2.4 specifies that an information strategy be included in the VGFA Plan to enhance community and general public awareness of the Settlement Agreement and; implementation plan.
2. In the development of this strategy for VGFN, the following general guidelines were followed:
  - (a) To the extent possible, the VGFA strategy will be consistent and will utilize information developed as part of the UFA strategy.
  - (b) Information distribution will be coordinated by the Parties. The Parties may agree to focus on specific information areas.

**General Division of Responsibilities**

3. The Government shall inform the general public with regard to the provisions of the VGFA, SGA and specific areas through existing programs.
4. VGFN shall assume primary responsibility for informing the local community in general, and VGFN citizens in particular, in regard to the provisions of the VGFA, the SGA and to specific areas.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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5. VGFN and Government shall coordinate information and activities that relate specifically to issues within VGFN Traditional Territory arising from the VGFA by sharing advance drafts of communications materials. Government is not expected to share advance drafts of materials that relate to territory-wide issues in the VGFA.
6. Upon request, and to the extent possible, Government will provide to VGFN, publications and other written materials prepared by Government, for distribution by VGFN.
7. Government will make best efforts to provide interpreter services to Vuntut Gwitchin through Aboriginal Language Services programs as may be in place from time to time.
8. Canada will provide to VGFN upon request and to the extent practicable, maps and legal descriptions of Settlement Land described in 5.3.1.
9. Upon request, Canada will provide to VGFN, and Vuntut Gwitchin, information pursuant to 22.5.5 and 22.5.6.



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**ANNEX D**

**ECONOMIC OPPORTUNITIES**

**Part 1**

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**1.0 Economic Planning**

- 1.1** For the purpose of the Vuntut Gwitchin First Nation Final Agreement Implementation Plan, the VGFN and Government agree that successful economic activity by the VGFN as a result of economic and employment opportunities arising from the Agreements will rely upon careful planning, VGFN and Government cooperative relationships, and an implementation environment of good faith.
- 1.2** The VGFN and Government agree that economic and employment planning are best achieved when the following principles are considered:
- 1.2.1** Where practicable, effective communication regarding critical events, policies, initiatives and other matters of consequence to the timely taking up of economic and employment opportunities is vital.
  - 1.2.2** Effective interrelationships between VGFN and Government policies, processes, programs, and priorities.
  - 1.2.3** The timely, effective, efficient, topical use of existing Government programs and other resources.
  - 1.2.4** The VGFN's and Government's own ongoing processes of monitoring, review, evaluation and modification.
- 1.3** In principle, the following will be helpful in accomplishing the planning provisions and objectives of the VGFA and is consistent with the principles in 1.1 and 1.2:

## **VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

- 1.3.1 The early establishment of working relationships that are based upon an effective, thorough and common understanding and application of the mechanisms and provisions of the VGFA.
- 1.3.2 Timely coordination and synchronization of activities necessary to putting economic and employment planning provisions into effect.
- 1.3.3 Reviews and identification of existing Government programs, services, finances and other resources which can be accessed or modified consistent with Government policy from time to time, to enable planning and implementation of Chapter 22, VGFA.
- 1.4 The VGFN and Government agree to make best efforts to commence economic development planning activities pursuant to 22.3.1 of the VGFA within thirty (30) days of the ratification of that VGFA.

### **ANNEX D**

#### **Part 2**

- 2.0 **Contracting and Employment Opportunities**
- 2.1 For the purposes of the VGFA Plan, the VGFN and Government agree to develop a protocol document which will guide them, their departments, agencies, and public corporations by identifying cooperative measures, consistent with the VGFA, that will help achieve contracting and employment opportunities for vgfn and its Citizens.
- 2.2 The protocol document shall reflect the provisions of the Agreements and Implementation Plan.
- 2.3 The document will establish reference points, consistent with the VGFA, for enabling the VGFN and Government to identify:
  - 2.3.1 Contracting and employment criteria;
  - 2.3.2 Structuring of opportunities to maximize VGFN participation;
  - 2.3.3 Coordination of opportunities;

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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- 2.3.4 Practical procedures which enable early communication with respect to employment and contracting opportunities;
  - 2.3.5 Procedures for Government to share available information; and
  - 2.3.6 Other measures the VGFN and Government agree are useful in meeting the objectives and provisions of the VGFA.
- 2.4 The VGFN and Government agree to designate senior officials to develop the protocol document and to inform their respective departments, agencies, public corporations and personnel about the protocol document and give instructions as to its effective use.
- 2.5 The protocol document shall be completed at the same time as the plan pursuant to 22.3.1.
- 2.6 The VGFN and Government agree to review and amend the document as required.

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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**ANNEX E**

**COORDINATION OF VGFA AND SGA IMPLEMENTATION**

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**General Requirements**

1. 28.3.2.6 requires the Plan to specify means for coordination of the implementation of the VGFA and SGA.
2. SGA 23.5 specifies coordination of the VGFA and SGA implementation plans to the extent practicable.

**Responsibilities**

3. The VGFN government and its administrative structure, as established through the VGFN constitution adopted under the SGA, shall be recognized as the agency responsible for the implementation, on behalf of the VGFN, of both agreements.
4. Canada and Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the VGFA and SGA, when dealing with VGFN. Further, should any conflict arise within either government in this regard, it shall be resolved internally and VGFN shall not be required to deal with such conflicts.

**Specific Areas of Implementation Coordination**

5. All funds flowing to the VGFN for implementation shall be transferred to VGFN through the Financial Transfer Agreement (FTA) process described in SGA 16.0.
6. The Dispute Resolution process of VGFA Chapter 26 shall be used to resolve all SGA disputes as described in SGA 24.0.

## VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

7. The implementation plan general review process described in paragraph 19 of the VGFA Implementation Plan and in SGA 6.6.3 and 6.6.4 shall be carried out simultaneously and in a coordinated fashion. Further, these reviews shall be timed in such a way as to provide input to the negotiations of the new FTA as specified by SGA 16.3.6 and 16.12.
8. The information strategy carried out by VGFA Plan Annex C shall include both the VGFA and SGA and implementation plans.
9. The training needs for VGFN shall be integrated into a single plan which will take into account the training requirements of both the VGFA and the SGA and the associated implementation plans.

### Other Potential Areas Requiring Coordination

10. While cross references between agreements have been provided on appropriate Activity Plans, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided.

#### Table

#### POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION (may include but are not limited to:)

<u>Reference/Clause</u>		<u>Area of Concern</u>
<b>VGFA</b>	<b>SGA</b>	
Definitions		Consistent application
2.0	3.0	Rights of citizens/beneficiaries as Yukon Indian People
2.3.6	21.1	VGFA amendments published in VGFN law registry
2.7	16.4.2	Disclosure of information
2.11.4.1	Legis.	Legal entity
19.0	16.8	FTA calculation re: compensation
20.0	15.2, 15.3.5	Tax status settlement corp.
20.6	14.0	Income tax

**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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21.2.1	14.0	Property tax
21.2.3	14.0	Property tax
21.2.4	14.0	Property tax
21.2.5.1	14.0	Property tax
21.3	14.0	Property tax
24.10.1	5.3	Amendment legislation
VGFA	8.2.1, 8.3	Inconsistency/conflict



**VUNTUT GWITCHIN FIRST NATION FINAL AGREEMENT  
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**APPENDIX A**

**UMBRELLA FINAL AGREEMENT**

**IMPLEMENTATION PLAN**



# **UMBRELLA FINAL AGREEMENT**

## **IMPLEMENTATION PLAN**

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## UMBRELLA FINAL AGREEMENT

### IMPLEMENTATION PLAN

AMONG:

Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada");

AND:

The Council for Yukon Indians, acting on its own behalf and on behalf of the Yukon First Nations, as represented by its Chair (hereinafter referred to as "CYI");

AND:

The Government of the Yukon, as represented by the Government Leader (hereinafter referred to as "Yukon");

hereinafter referred to as the "Parties".

WHEREAS:

The Parties signed the document entitled the Umbrella Final Agreement on the 29th day of May, 1993 (such document being hereinafter referred to as the "UFA");

The UFA provides that each Yukon First Nation Final Agreement (hereinafter referred to as a "YFNFA"), as such term is defined in the UFA, is to incorporate the provisions of the UFA;

As at the date hereof, YFNFAs with the following Yukon First Nations have been signed by each of Canada, the Yukon and the following Yukon First Nations:

First Nation of Nacho Nyak Dun,  
Champagne and Aishihik First Nations,  
Vuntut Gwitchin First Nation, and  
Teslin Tlingit Council;

Chapter 28 of the UFA, among other things, provides for the completion and approval by the Parties of an implementation plan for the UFA;

The representatives of the Parties have developed this Implementation Plan (hereinafter referred to as the "Plan"), which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the UFA;

NOW THEREFORE, the Parties agree as follows:

#### Interpretation of the Plan

1. No provision of the Plan shall be considered an amendment to or modification of or derogation from the provisions of the UFA or any Settlement Agreement.
2. Where there is any inconsistency or conflict between the provisions of the Plan and the provisions of the UFA or a Settlement Agreement, the provisions of the UFA or the Settlement Agreement, as the case may be, shall prevail to the extent of the conflict or inconsistency.
3. Unless the context otherwise requires, capitalized words and phrases in the Plan shall have the meanings assigned in the UFA.



4. The Plan shall be interpreted so as to promote the implementation of the provisions of the UFA and to avoid conflict or inconsistency with the provisions of the UFA.

#### Legal Status of the Plan

5. The Plan shall be attached to but shall not form part of the UFA.
6. The provisions of the Plan contained in paragraphs 9, 10, 11, 14, 19 and 20, and Schedules 1 and 2, constitute a contract between the Parties. Pursuant to 28.4.8 of the UFA, the Parties expressly intend that the provisions of the remaining portions of the Plan and the provisions of the Plan contained in Annexes A, B, C, D, E, F, G and H do not constitute a contract between the Parties.
7. Subject to paragraph 6, the provisions of the Plan which are expressly non-contractual represent the agreement of the Parties regarding the manner in which the provisions of the UFA will be implemented, and are not intended to create legal obligations.

#### Contents of the Plan

8. The Plan consists of the provisions contained herein, and the documents set out below.

8.1 Annex A: "Activity Plans" describing specific activities, projects and measures for implementation of the Umbrella Final Agreement;

8.2 Annex B: Arrangements in respect of the:

Enrollment Commission;

Surface Rights Board;

Yukon Land Use Planning Council;

Yukon Heritage Resources Board;  
Yukon Geographical Place Names Board;  
Yukon Water Board;  
Fish and Wildlife Management Board and its  
Salmon Sub-Committee; and  
Dispute Resolution Board;

- 8.3 Annex C: An information strategy;
- 8.4 Annex D: A process to identify Government programs which should be modified to assist in the implementation of the Settlement Agreements;
- 8.5 Annex E: Arrangements in respect of the Training Policy Committee and the work plan required pursuant to 28.7.4.3 of the UFA;
- 8.6 Annex F: Arrangements for the following studies:  
Part 1 - Yukon River Drainage Basin Salmon Harvest Study;  
Part 2 - Yukon First Nation Financial Institution Viability Study;
- 8.7 Annex G: Arrangements to identify the impact of Settlement Agreements on Government regulatory regimes;
- 8.8 Annex H: Resources and means for Salmon enhancement in Yukon;
- 8.9 Schedule 1: Schedule of the financial payments to be made:  
Parts 1 and 3: Funding for institutions;  
Part 2: Funding for projects;  
Part 4: Funding to CYI;  
Part 5: Fiscal year adjustment factor;  
Part 6: Annual adjustment; and

- 8.10 Schedule 2: Schedule of the financial payments to be made:
- |         |   |
|---------|---|
| Part 1: | Funding for specific purposes - Canada; |
| Part 2: | Funding for specific purposes - Yukon;  |
| Part 3: | Funding to CYI.                         |

### Implementation Funding

9. Subject to any amendment of the Plan by the Parties, Canada shall pay the amounts identified in Parts 1 and 2 of Schedule 1 for the periods of time specified therein. The payment of the amounts described in Parts 1 and 2 of Schedule 1, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to each of the institutions described therein, for the applicable period of time, in fulfillment of the obligations contained in the following provisions of the UFA:

#### Schedule 1, Part 1:

Surface Rights Board	2.12.2.8;
Yukon Land Use Planning Council	2.12.2.8;
Dispute Resolution Board	2.12.2.8;
Salmon Sub-Committee	2.12.2.8; and

#### Schedule 1, Part 2:

Regional Land Use Planning Commissions	2.12.2.8;
Yukon River Drainage Basin Salmon Harvest Study	Schedule A of Chapter 16.

10. Subject to any amendment of the Plan by the Parties, the payment by Canada to the Yukon of the amounts described in Part 3 of Schedule 1, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to each of the institutions described therein, for the applicable period of time, in fulfillment of the obligations contained in the following provisions of the UFA:

Schedule 1, Part 3

Fish and Wildlife Management Board      2.12.2.8;  
Yukon Heritage Resources Board      2.12.2.8; and  
Yukon Geographical Place Names Board      2.12.2.8.

11. Subsequent to the approval of an annual budget as set out in 3.8.0 of the UFA, Canada shall pay the amount of \$79,500 per annum (1992 constant dollars) to the Enrollment Commission for its operations, for a period, except with respect to matters pending before the Enrollment Commission, of two years after the Effective Date of the last YFNFA to be ratified by a Yukon First Nation or ten years after the effective date of Settlement Legislation, whichever comes first. Subject to any amendment of the Plan by the Parties, the payment by Canada of the amount set out above, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to the Enrollment Commission, for the applicable period of time, in fulfillment of the obligation contained in UFA 3.8.1.
12. In addition to the funding to be provided pursuant to paragraphs 9 and 11, Canada shall, in accordance with budgets approved in the manner described in paragraph 13, provide funding for the costs of mediation and the adjudicative and regulatory hearings and processes that the following institutions are required, by the provisions of the UFA and, in the case of the Surface Rights Board and the Yukon Water Board, by the legislation establishing those institutions, to conduct:

Enrollment Commission;  
Surface Rights Board;  
Yukon Water Board; and  
Dispute Resolution Board and Panels.

13. For the purpose of obtaining funding under paragraph 12, the institutions named therein shall be required to submit budgets for hearings and processes to the Minister, or the Minister's delegate, and the budgets are subject to the approval of the Minister or the Minister's delegate.
14. Subject to any amendment of the Plan by the Parties, Canada shall pay the amounts identified in Part 4 of Schedule 1 and Part 3 of Schedule 2 to CYI for the periods of time specified therein. The payment of the amounts described in Part 4 of Schedule 1, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to CYI, for the applicable period of time, for the implementation of the Plan. The payment of the amounts described in Part 3 of Schedule 2, or any amended amount required to be paid, represents the fulfillment of Canada's obligation to provide funding to CYI for the implementation of the Plan.
15. Subject to any amendment of the Plan by the Parties, the Yukon shall pay the amounts identified in Part 3 of Schedule 1 for the periods of time specified therein.
16. Notwithstanding the provisions of paragraphs 9, 10 and 15, Government may enter into agreements with the institutions referred to in Parts 1, 2 and 3 of Schedule 1 to provide funding for any projects, activities and responsibilities to be undertaken by those institutions, in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to UFA 2.12.2.8.



17. Government shall, following consultation with CYI, establish funding arrangements with each of the institutions set out in Parts 1 and 3 of Schedule 1. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.
18. Each institution set out in Parts 1 and 3 of Schedule 1 shall be provided the degree of flexibility within its funding arrangements to allocate, re-allocate and manage funds within its approved budget in a manner similar to that generally accorded to comparable agencies of government.
19. Recognizing that the first year for which implementation funding is provided will be unlikely to coincide with the fiscal years of Government and that the recipients of the annual amounts identified in Parts 1, 3 and 4 of Schedule 1 will be required to budget on a fiscal year basis, the amounts identified in those Parts of Schedule 1 will be allocated at the time of Settlement Legislation to fiscal years in the manner described in Part 5 of Schedule 1. Upon verification of the calculations by the representatives of the Parties appointed pursuant to paragraph 23, the fiscal year allocations will be deemed to replace the amounts identified in Parts 1, 3 and 4 of Schedule 1.
20. The payments described in paragraph 11 and Schedule 1, including any amendments thereto, will be subject to annual adjustments in the manner described in Part 6 of Schedule 1. The funding for the Implementation Fund, Implementation Planning Fund and Training Trust specified in Parts 1 and 2 of Schedule 2 and the funding specified in Part 3 of Schedule 2 will be subject to annual adjustments in the manner described in Part 6 of Schedule 1.
21. CYI shall provide an amount of up to the annual amount set out in Part 4 of Schedule 1 to the Training Policy Committee for the operations set out in 28.7.4 of the UFA.



22. CYI shall prepare and implement an information strategy pursuant to 28.3.2.4 of the UFA.

#### Implementation Plan Monitoring

23. Within 30 days after the coming into force of Settlement Legislation, each of the Parties shall identify a representative to act on its behalf, who shall use best efforts to resolve any issue which may arise in relation to the implementation of the Plan.

#### Implementation Plan Review

24. Unless the Parties otherwise agree, the Parties shall complete a review of the Plan to determine the adequacy of the provisions of the Plan and of the implementation funding provided under the Plan,
- 24.1 in the fifth fiscal year following the effective date of Settlement Legislation;
  - 24.2 in the ninth fiscal year following the effective date of Settlement Legislation;
  - and
  - 24.3 thereafter, as the Parties may agree.
25. The Parties shall make best efforts to complete a review pursuant to paragraph 24 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

#### Amendment

26. The Parties, by agreement, may amend the Plan at any time, and any amendment to the Plan shall be made in writing by the Parties.

27. The Parties shall consider whether to amend the Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to paragraph 24 of the Plan. Financial resources provided pursuant to the amendment of the Plan shall be provided in the manner described in the amended Plan.

Effective Date of the Plan

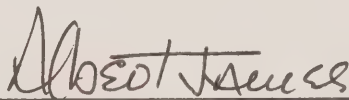
28. This Plan shall take effect as of the coming into force of Settlement Legislation.

IN WITNESS WHEREOF we, the duly authorized representatives of the Parties, have affixed our signatures hereunder as of this 29<sup>th</sup> day of May, 1993.

On behalf of the Council for Yukon Indians:



Judy Gingell  
Chair  
Council for Yukon Indians

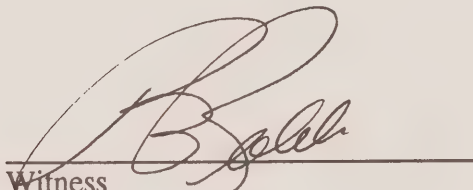


Witness

On behalf of Canada:

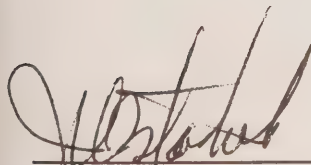


The Honourable Tom Siddon  
Minister of Indian Affairs  
and Northern Development



Witness

On behalf of the Yukon:



John Ostashek  
Government Leader



Witness



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Acronyms

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The following acronyms are used in the Annexes of this Plan:

<b>BNA</b>	-	<b>Basic Needs Allocation</b>
<b>CYI</b>	-	<b>Council for Yukon Indians</b>
<b>DAP</b>	-	<b>Development Assessment Process</b>
<b>DFO</b>	-	<b>Department of Fisheries and Oceans</b>
<b>FWMB</b>	-	<b>Fish and Wildlife Management Board</b>
<b>RRC</b>	-	<b>Renewable Resources Council</b>
<b>SSC</b>	-	<b>Salmon Sub-Committee</b>
<b>TAC</b>	-	<b>Total Allowable Catch</b>
<b>UFA</b>	-	<b>Umbrella Final Agreement</b>
<b>YFN</b>	-	<b>Yukon First Nation</b>
<b>YFNFA</b>	-	<b>Yukon First Nation Final Agreement</b>





## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### ANNEX A

#### SPECIFIC ACTIVITIES, PROJECTS AND MEASURES

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This Annex refers to the implementation of selected provisions of the Umbrella Final Agreement.

The activities described in this Annex reflect the agreement of the Parties as to the activities which the Parties expect to be performed in order to give effect to the referenced provisions.

The planning assumptions described in relation to a referenced provision reflect the circumstances considered or expected to arise in the implementation of that provision. Some planning assumptions also reflect steps or measures that the Parties assume will be taken, or limitations that may apply, in the performance of the described activities.

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the Umbrella Final Agreement to be addressed prior to the effective date of Settlement Legislation or in the negotiation or ratification of a Yukon First Nation Final Agreement.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Amendment of the Umbrella Final Agreement
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, CYI
<b>PARTICIPANT/LIAISON:</b>	YFNs
<b>OBLIGATIONS ADDRESSED:</b>	<p>Except where expressly provided in the Umbrella Final Agreement, the provisions of the Umbrella Final Agreement may only be amended with the consent of the parties to the Umbrella Final Agreement.</p> <p>Consent to any amendment pursuant to 2.3.1 may only be given on the part of:</p> <p>Canada, by the Governor in Council;</p> <p>The Yukon, by the Commissioner in Executive Council; and</p> <p>Yukon First Nations by the following process,</p> <ul style="list-style-type: none"><li>(a) The Council for Yukon Indians shall Consult on all proposed amendments with all Yukon First Nations and shall provide the result of those Consultations to all Yukon First Nations,</li><li>(b) An amendment shall only be considered approved by the Yukon First Nations if it is approved by two thirds of the Yukon First Nations which have Yukon First Nation Final Agreements in effect and which represent at least 50 percent of all Yukon Indian People, and</li><li>(c) The Council for Yukon Indians shall provide Government with a certified copy of a resolution stating that (a) and (b) have been complied with, and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with (a) and (b).</li></ul>

Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

If any provision of a Settlement Agreement or Settlement Legislation is found by a court of competent jurisdiction to be invalid, the parties thereto shall make best efforts to amend that Agreement or the Settlement Legislation to remedy the invalidity or replace the invalid provision.

### REFERENCED CLAUSES:

2.3.1, 2.3.2, 2.3.6, 2.8.3;  
Cross reference 16.4.4.1 24.12.3

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Responsibility	Activities	Timing
Any Party	Identify need to amend the UFA and forward proposal for amendment to the other Parties.	As needed
Other Parties	Review and respond to the proposal.	As soon as practicable after receipt of proposal
Parties	At discretion, address specific requirements for amendment process.	As soon as practicable, if amendment is to be pursued
Parties	Negotiate the terms of the amendment, to be submitted for consent and identify the requirements to give effect to the amendment, if approved.	As the Parties may agree, within reasonable time
Parties	Initiate process to determine approval of amendment.	As soon as practicable after completion of negotiations

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

CYI	Consult with all Yukon First Nations, provide results of consultation to all Yukon First Nations, make determination for purposes of UFA 2.3.2.3 (b).	Within reasonable time, as Yukon First Nations may require
CYI	Consider resolution for purposes of UFA 2.3.2.3 (c).	As soon as practicable after completion of previous activity
CYI	Determine whether to consent to the amendment pursuant to UFA 2.3.1.	After consultation with Yukon First Nations, within reasonable time
CYI	Communicate determination of consent and provide approved resolutions to Canada and Yukon pursuant to UFA 2.3.2.3 (c).	As soon as practicable after determination and approval
Canada, Yukon	Determine approval of amendment.	As soon as practicable upon completion of previous activity
Parties	Take steps required and as agreed to give effect to amendment, including consultation with respect to any required change to Legislation and consequential amendment of the Plan.	As soon as practicable, if all Parties consent to amendment pursuant to UFA 2.3.1
Canada, Yukon and YFNs	Publish the amendment as required by UFA 2.3.6.	As soon as practicable after all Parties consent to amendment

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. This Activity Plan describes procedures for the Parties with respect to the negotiation of, and consent to, UFA amendments. The third activity indicates that the Parties may wish to organize their approach further and establish specific arrangements to deal with a particular amendment proposal. This opportunity should enable the Parties to address the consequences of an affirmative response to a proposal for amendment.
2. The consultation process in which CYI will engage under UFA 2.3.2.3. should enable each Yukon First Nation to make an informed decision about whether an amendment should be approved. Procedures are expected to include:
  - receipt, notice and provision of details of proposed amendments as part of the second activity;
  - information exchange and consultation during amendment negotiations;
  - one or more opportunities for Yukon First Nations to meet together to review and discuss the amendment, after amendment negotiations are concluded;
  - provision by CYI to each Yukon First Nation of the results of its consultations pursuant to UFA 2.3.2.3 (a);
  - solicitation of the opinion of each Yukon First Nation for the purposes of UFA 2.3.2.3 (b) and provision by CYI to each Yukon First Nation of the results of its determination for the purposes of UFA 2.3.2.3 (c); and
  - determination in accordance with CYI constitutional requirements as to whether CYI should consent to an amendment.

In appropriate cases, a CYI General Assembly or Special General Assembly may be required to enable effective consultation and determinations to occur under UFA 2.3.1 and 2.3.2.

3. The activities and assumptions described above are expected also to apply in respect of amendments pursuant to UFA 16.4.4.1 and 24.12.3, with such modifications as those provisions require.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

4. During the period in which the Yukon First Nations which have final agreements in effect make up less than 50% of all Yukon Indian People, it is expected, for implementation purposes, that all Yukon First Nations will be consulted and have the opportunity to express their opinion.
5. The Parties may wish to seek appropriate amendments to Legislation to reflect amendments of the UFA.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Monitor enrollment and participate in appeals and judicial reviews
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, CYI, YFNs
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Enrollment Commission:</p> <p>Shall hear and determine any appeal initiated on its own motion or by an applicant, a Yukon First Nation, the Council for Yukon Indians or Government, arising from any decision of an Enrollment Committee with respect to enrollment and to provide such remedy or remedies as the Enrollment Commission in its absolute discretion deems appropriate;</p> <p>Shall notify the applicant, Government, Council for Yukon Indians, any affected Yukon First Nation and affected Enrollment Committees of additions to or deletions from official enrollment lists as a result of decisions made by the Enrollment Commission pursuant to 3.6.5.8 and 3.6.5.9.</p> <p>Where the Enrollment Commission fails or neglects to make a decision in respect of an appeal pursuant to 3.6.5.9, then that appeal shall be deemed to have been rejected and a right of appeal shall lie to the Supreme Court of the Yukon. The Supreme Court may give direction to the Enrollment Commission and refer the matter back to the Enrollment Commission.</p> <p>All decisions and orders of the Enrollment Commission shall be final and binding and not subject to appeal or judicial review in any court provided, however, that an application for judicial review by an applicant, a Yukon First Nation, the Council for Yukon Indians or Government, shall lie to the Supreme Court of the Yukon upon the grounds that the Enrollment Commission:</p>

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise its jurisdiction;

erred in law in making its decision or order, whether or not the error appears on the face of the record; or

based its decision or order on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.

Upon the dissolution of the Enrollment Commission, the Dispute Resolution Board, in addition to its powers and duties under Chapter 26 -Dispute Resolution, shall have the following powers and duties:

To notify the applicant, Government, the Council for Yukon Indians and the affected Yukon First Nations of additions to or deletions from official enrollment lists as a result of decisions made by the arbitrator; and

**REFERENCED PROVISIONS:** 3.6.5.9, 3.6.5.11, 3.6.7, 3.7.1, 3.11.2.6;  
Cross reference 3.10.3

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Responsibility	Activities	Timing
Canada, Yukon, CYI, YFNs	Receive notice of additions and deletions and modify records accordingly.	When notice provided by Enrollment Commission
Canada, Yukon, CYI, YFNs	At discretion, initiate appeal of Enrollment Committee decision to Enrollment Commission.	As appropriate
Canada, Yukon, CYI, YFNs	At discretion, initiate appeal to Yukon Supreme Court.	As appropriate, where Enrollment Commission makes no appeal decision

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada, Yukon, CYI, YFNs	At discretion, initiate proceedings for judicial review by Yukon Supreme Court.	As appropriate, where Enrollment Commission makes an appeal decision
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### Planning Assumptions

1. The first activity is ongoing. The second, third and fourth activities will occur in the circumstances which arise, and assume CYI will evaluate changes to the lists and consider whether a right to appeal or to apply for judicial review, or to participate in such proceedings, ought to be exercised.
2. The third and fourth activities reflect the provisions of UFA 3.6.7 and 3.7.1, respectively.
3. A party which has a right of appeal or a right to initiate proceedings for judicial review and which does not initiate an appeal or proceedings may choose to seek standing in that matter. Such activity would fall within the second, third or fourth activity as appropriate.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Development Assessment Process design and Legislation
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, Council for Yukon Indians
<b>PARTICIPANT/LIAISON:</b>	Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall implement a development assessment process consistent with this chapter by Legislation.</p> <p>The Parties to the Umbrella Final Agreement shall negotiate guidelines for drafting Development Assessment Legislation and these drafting guidelines shall be consistent with the provisions of this chapter.</p> <p>Failing agreement on guidelines, Government shall Consult with the Council for Yukon Indians and with Yukon First Nations during the drafting of the Development Assessment Legislation.</p> <p>Government shall recommend to Parliament or the Legislative Assembly, as the case may be, the Development Assessment Legislation consistent with this chapter as soon as practicable and in any event no later than two years after the effective date of Settlement Legislation.</p>
<b>REFERENCED CLAUSES:</b>	12.3.1, 12.3.2, 12.3.3, 12.3.4; Cross reference 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.17, 12.18

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Responsibility	Activities	Timing
Canada, Yukon, Council for Yukon Indians	Prepare a work plan for negotiation of Development Assessment Process legislation drafting guidelines.	As soon as practicable after the effective date of Settlement Legislation
Canada, Yukon, Council for Yukon Indians	Negotiate detailed design of	

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Development Assessment Process.

Canada, Yukon, Council for Yukon Indians	Negotiate guidelines for Development Assessment Process Legislation.	Within 2 years of the effective date of Settlement Legislation
	If agreement not reached, notify and provide Council for Yukon Indians / Yukon First Nations with information regarding proposed legislation.	
Council for Yukon Indians, Yukon First Nations	Prepare and present views to Government.	
Canada, Yukon	Give full and fair consideration to views presented.	
Canada, Yukon	Revise or amend draft legislation taking into account Council for Yukon Indians/Yukon First Nations concerns.	
Canada, Yukon	Recommend legislation to Parliament or Legislative Assembly.	Within 2 years of the effective date of Settlement Legislation

### Planning Assumptions

1. Development Assessment Process implementation funding cannot be negotiated until the detailed Development Assessment Process negotiations are complete.
2. CYI and Canada officials have agreed to the attached Letter of Understanding dated March 27, 1993 and CYI, Canada and Yukon have agreed to the attached workplan for the purposes of UFA 12.3.1, 12.3.6, and 12.19.1.




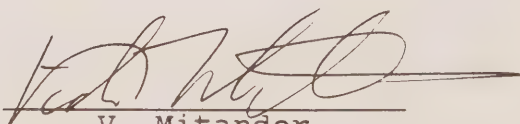
LETTER OF UNDERSTANDING  
regarding the Development Assessment provisions  
of the Umbrella Final Agreement

The signatories agree as follows:

1. The Activity Sheets attached form part of the UFA implementation plan and require various amendments to reflect the understandings set out herein.
2. Part 4 of Schedule 1 of the UFA implementation plan will be amended to increase the payment to CYI from \$150,000 to \$350,000.
3. Shortly after April 1, 1993, Canada will enter into a contribution agreement for \$100,000 to assist CYI with its participation in the DAP working group. Canada will discuss with CYI on a timely basis a continuation of the funding beyond fiscal year 1993-1994.
4. Canada will seek Cabinet approval to advance \$150,000 of the total identified in Part 4 of Schedule 1 at the time the UFA is signed. The remainder of the funding in Part 4 of Schedule 1 will be paid after the effective date of Settlement Legislation.
5. CYI will be responsible for and will pay the costs of its participation and any costs of First Nation participation in the DAP working group processes.
6. The amendments to these sheets will be completed as part of the legal and technical review of the UFA implementation plan.

Dated March 27, 1993

  
\_\_\_\_\_  
M. Whittington  
Negotiator  
for Canada

  
\_\_\_\_\_  
V. Mitander  
Negotiator  
for CYI



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### DEVELOPMENT ASSESSMENT PROCESS WORKPLAN FRAMEWORK DOCUMENT\*

\* This document is subject to revisions by the DAP Working Group

NOTE:	"DA"	-	DEVELOPMENT ASSESSMENT
	"DAP"	-	DEVELOPMENT ASSESSMENT PROCESS
	"DAPWG"	-	DAP WORKING GROUP
	"EA"	-	ENVIRONMENTAL ASSESSMENT
	"IFA"	-	INUIALUIT FINAL AGREEMENT
	"PARTIES"	-	CYI/YFNs, YUKON, CANADA
	"SL"	-	SETTLEMENT LEGISLATION
	"YDAB"	-	YUKON DEVELOPMENT ASSESSMENT BOARD

TIME	ACTIVITY	LEAD ROLE
Aug/Sept/Oct 1992	a) Appoint members to DAPWG - DONE	Parties
	b) Prepare activity sheets and workplan for inclusion in SL Implementation Plan - DONE (updated March 1, 1993)	Parties
Nov. 92 - Jan. 93	a) Identify costs for CYI/YFN participation in design of DAP to end; endeavour to secure funds - DONE	CYI, Canada
	b) Undertake scoping of EA Workshops and secure funding - DONE	Parties
March 93	a) Hold first EA Workshop	Parties
	b) Schedule DAPWG Meetings and discuss workplan	DAPWG
April 93 /June 93	a) Identify costs for CYI/YFN participation in design of DAP April 93 to March 94; endeavour to secure funds	CYI, Canada

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

	b) Prepare and finalize DAPWG Terms of Reference	Parties
	c) Table key DAP issues paper	DAPWG
	d) Commence scoping of principles / options for Interim Measures and prepare draft Interim Measures report	DAPWG, Parties
	e) Hold second EA Workshop	Parties
	f) Commence preparation of detailed plan for DAP	DAPWG
	g) Address conflict and duplication with IFA	DAPWG, Parties
	h) Develop consultation strategy including stakeholder involvement	DAPWG, Parties
	i) Commence consultation with key stakeholders	DAPWG, Parties
July/August 1993	a) Continue work on design of DAP, Implementation Plan and public consultation	DAPWG
	b) Acquire approvals of Interim Measures agreed to by Parties and implement including necessary funding	Parties
	c) Further consultation with stakeholders	DAPWG, Parties
Summer/Fall 1993	a) Finalize design of DAP and commence preparation of costing	DAPWG
	b) Develop guidelines for drafting DA Legislation	DAPWG, Parties

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Fall/Winter 1993/94	a)	Commence discussions on required amendments to existing Legislation	Parties
	b)	Finalize implementation plan and costing for DAP	DAPWG
	c)	Finalize guidelines for drafting DAP legislation and prepare drafting instructions	Parties
	d)	Develop guidelines for drafting consequential amendments to legislation	DAPWG, Parties
	e)	Implement further requirements re: interim measures including necessary funding	Parties
	f)	Continue consultation with stakeholders and public	DAPWG, Parties
	g)	Develop strategy for preparing DAP regulations	DAPWG, Parties
1994	a)	Acquire Cabinet approval for drafting DA legislation including regulations	Canada, Yukon
	b)	Draft DA legislation/regulations and consequential amendments to legislation	Canada, Yukon
	c)	Introduce DA legislation and consequential amendments to Parliament and Legislative Assembly	Canada, Yukon
1995	a)	Promulgate DA legislation; establish YDAB and implement	Parliament, Yukon Legislature, Parties
	b)	Acquire authority for regulations and implement	Canada, Yukon

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### NOTE:

- Assumes SL in 1993
- Workplan to be updated periodically on as required basis.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Amend other legislation to conform with Development Assessment Process
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Government of Canada shall recommend to Parliament necessary amendments to existing Legislation including, but not limited to, the <u>Yukon Quartz Mining Act</u> , R.S.C. 1985, c. Y-4, <u>Yukon Placer Mining Act</u> , R.S.C. 1985, c. Y-3, <u>Territorial Lands Act</u> , R.S.C. 1985 c. T-7 and <u>Northern Inland Waters Act</u> , R.S.C. 1985, c. N-25, to ensure its conformity with the Development Assessment Legislation.
<b>REFERENCED CLAUSES:</b>	12.3.5

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Responsibility	Activities	Timing
Canada	Identify necessary consequential amendments to existing legislation.	Concurrent with development of Development Assessment Legislation
Canada	Recommend consequential amendments legislation to Parliament.	At the time of introduction of Development Assessment Process Legislation

### Planning Assumptions

1. Development Assessment Process implementation funding cannot be negotiated until the detailed Development Assessment Process negotiations are complete.
2. Interim Development Assessment measures will be within existing framework of law and regulatory agencies.
3. It is anticipated that Development Assessment Legislation will be referenced in Canada Environmental Assessment Act regulations.
4. It is anticipated that Yukon will also identify necessary consequential legislative amendments to ensure conformity with DAP legislation.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Develop interim Development Assessment measures
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, Council for Yukon Indians
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Prior to the enactment of Development Assessment Legislation, the parties to the Umbrella Final Agreement shall make best efforts to develop and incorporate in the implementation plan provided for in 12.19.1, interim measures for accepting a project which shall be consistent with the spirit of this chapter and within the existing framework of law and regulatory agencies.
<b>REFERENCED CLAUSES:</b>	12.3.6; Cross reference 12.19.1

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Responsibility	Activities	Timing
Canada, Yukon, Council for Yukon Indians	Make best efforts to develop and incorporate interim Development Assessment measures into implementation plan provided for in UFA 12.19.1.	As soon as practicable, prior to enactment of Development Assessment Legislation

### Planning Assumption

1. Development Assessment Process implementation funding cannot be negotiated until the detailed Development Assessment Process negotiations are complete.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Negotiate and implement arrangements for transboundary environmental assessments
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	Council for Yukon Indians, Tetlit Gwich'in, Government of the Northwest Territories, Inuvialuit, Government of British Columbia, United States (Alaska)
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government shall make best efforts to negotiate with other relevant jurisdictions, in Consultation with affected Yukon First Nations, agreements or cooperative arrangements that provide for development assessments equivalent to the screening and review requirements in the Yukon for enterprises or activities located outside the Yukon that may have significant adverse environmental or socio-economic effects on the Yukon.</p> <p>Prior to the enactment of Settlement Legislation, the parties to the Umbrella Final Agreement shall make best efforts to resolve any conflicts and avoid any duplication in North Yukon between the development assessment process provided pursuant to this chapter and the environmental impact screening and review process provided pursuant to the Inuvialuit Final Agreement.</p>
<b>REFERENCED CLAUSES:</b>	12.16.1, 12.16.3

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Responsibility	Activities	Timing
Canada, Yukon, Council for Yukon Indians for affected Yukon First Nations	Make best efforts to resolve any conflict and avoid any duplication between Development Assessment Process and Inuvialuit Final Agreement processes for the North slope Yukon.	Prior to enactment of Settlement Legislation

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada, Yukon, Council for Yukon Indians for affected Yukon First Nations	Make best efforts to negotiate agreements on transboundary environmental assessment with relevant jurisdictions.	After detailed Development Assessment Process design, prior to Development Assessment Process Legislation
Canada, Yukon	Consult with affected Yukon First Nations.	If negotiations occur

### Planning Assumption

1. Development Assessment Process implementation funding cannot be negotiated until the detailed Development Assessment Process negotiations are complete.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Negotiate Development Assessment Process implementation plan and funding arrangements
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, CYI
<b>PARTICIPANT/LIAISON:</b>	Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government, in Consultation with the Yukon First Nations, shall prepare a detailed plan;</p> <p>providing for the planning and implementation of the Development Assessment Legislation which addresses the involvement of Yukon First Nations; and</p> <p>providing for the application of the Development Assessment Legislation until Yukon First Nation Final Agreements have been negotiated.</p>
<b>REFERENCED CLAUSES:</b>	<p>12.19.1;</p> <p>Cross reference 12.19.2, 12.19.3, 12.19.4, 12.19.5</p>

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
CYI	May request funding for Yukon First Nations' involvement in preparing implementation plans which is in addition to the funding provided in the Letter of Understanding and the Plan, Schedule 1.	At any time prior to the effective date of Development Assessment Legislation
Canada, Yukon, Yukon First Nations	Prepare implementation plan and negotiate funding for Development Assessment Process implementation.	Prior to Development Assessment Legislation
Parties and Yukon First Nations	Implement the DAP implementation plan.	After DAP legislation

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. During preparation of the implementation plan, discussion will occur with each Yukon First Nation concerning any necessary arrangements that must be in place between the implementation of Development Assessment Legislation and any remaining Yukon First Nation Final Agreements.
2. For the third activity, the detailed plan of implementation specified in 12.19.1 shall provide for the planning and implementation of Development Assessment Legislation and shall include a negotiated level of resources/funding to be provided by Canada, necessary to enable the Parties and Yukon First Nations to implement the plan.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Consultation prior to final decisions concerning surveys of Settlement Land
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Yukon, CYI
<b>OBLIGATIONS ADDRESSED:</b>	Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.
<b>REFERENCED CLAUSES:</b>	15.2.9; Cross reference 15.2.1

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Responsibility	Activities	Timing
Canada	Prepare and deliver to Yukon and CYI in writing a proposed survey program based on survey priorities determined by Settlement Land Committees or a proposal to vary priorities, and provide any relevant information.	After determinations of priorities by Settlement Land Committees and within reasonable time prior to making final decision
Yukon, CYI	Review information and proposal and prepare and communicate views to other Parties.	Within reasonable time established by the Parties to meet technical requirements of the survey process
Canada	Provide full and fair consideration to views expressed.	Prior to making final decision as to survey program or variance of priorities

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Parties	Repeat described activities annually as required to adjust survey program.	Within reasonable time prior to confirming survey program or adjustment
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### Planning Assumptions

1. The survey program initially established will be reviewed annually by Canada. If the review indicates a need to vary the program or to vary from the survey priorities determined by Settlement Land Committees, Yukon and CYI will be consulted before a final decision to vary is taken. (See also the provisions of YFNFA Implementation Plans re: UFA 15.2.1.)
2. It is expected that CYI will consult with Yukon First Nations with respect to the proposed survey program or variations to the program or Settlement Land Committee survey priorities prior to communicating its views to Canada and Yukon.
3. It is expected that consultations between Canada, Yukon and CYI will most effectively occur by way of joint meetings and discussions convened to review the proposed program or variations to the program or Committee priorities, and any relevant information. It is expected that affected Yukon First Nations will attend those meetings and discussions as they find appropriate.
4. The survey program to be adopted is expected to reflect a fair balance in meeting the survey priorities of Settlement Land Committees over the period of time to which the program will apply.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Agreement re: sale of Non-Edible By-Products
<b>RESPONSIBLE PARTY:</b>	Canada, CYI, Yukon
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	Subject to Laws of General Application, unless otherwise specified in a Yukon First Nation Final Agreement, or as may be agreed to by the parties to the Umbrella Final Agreement, Yukon Indian People shall have the right to give, trade, barter or sell to any person any Non-Edible By-Product of Fish and Wildlife that is obtained from the Harvesting of Furbearers or incidental to Harvesting pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon.
<b>REFERENCED CLAUSES:</b>	16.4.5

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Responsibility	Activities	Timing
Any Party	Identify need for agreement and forward proposal for agreement to the other Parties.	As required
Other Parties	Review and respond to proposal.	As soon as practicable after receipt of proposal
Parties	At discretion, and as appropriate establish specific requirements for process to conclude agreement.	As soon as practicable if agreement is to be pursued
Parties	If agreement to be pursued, negotiate the terms of the agreement for approval and identify the requirements to give effect to the agreement, if approved.	As the Parties may agree, within reasonable time

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Parties	Initiate process to determine approval.	As soon as practicable after completion of negotiations
CYI	Determine whether to approve the agreement.	After consultation with Yukon First Nations, within reasonable time
Canada, Yukon	Determine whether to approve the agreement.	As soon as practicable after completion of previous activity
Parties	Take steps required and as agreed to give effect to agreement, including consultation with respect to any required change to Legislation and consequential amendment of the Plan.	As soon as practicable after all Parties approve the agreement

### Planning Assumptions

1. This Activity Plan describes procedure for the Parties with respect to the negotiation and approval of an agreement pursuant to the referenced provision. The third activity indicates that the Parties may wish to organize their approach further and establish specific arrangements to deal with a particular proposal. This opportunity should enable the Parties to address the consequences of an affirmative response to a proposal for an agreement.
2. CYI will undertake consultations with YFNs to obtain informed opinion as to the content of an agreement and whether an agreement should be approved. Consultation procedures are expected to include:
  - receipt, notice and provision of details of a proposal for agreement as part of the second activity;
  - information exchange and consultation during agreement negotiations;
  - one or more opportunities for Yukon First Nations to meet together to review and discuss the agreement, after agreement negotiations are concluded; and

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- determination as to whether CYI should approve an agreement.

In appropriate cases, a CYI General Assembly or Special General Assembly may be required to enable effective consultation and determinations to occur.

3. The Parties may wish to seek appropriate amendments to Legislation to reflect amendments of the UFA.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Support to Fish and Wildlife Management Board
<b>RESPONSIBLE PARTY:</b>	Yukon, Fish and Wildlife Management Board
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	The Director of Fish and Wildlife for the Yukon shall serve as an advisor to the Board and shall ensure that technical support is provided to the Board.
<b>REFERENCED CLAUSES:</b>	16.7.7.2

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Fish and Wildlife Management Board	Notify Director of Fish and Wildlife to arrange meeting to establish a schedule and work plan for providing advice and technical support.	As soon as practicable after establishment of Fish and Wildlife Management Board
Director of Fish and Wildlife	Implement work plan.	In accordance with schedule
Director of Fish and Wildlife	Respond to further requests for advice or technical support made from time to time, as practicable.	Upon request by Fish and Wildlife Management Board

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Consultation with the Fish and Wildlife Management Board by Minister re: Legislation
<b>RESPONSIBLE PARTY:</b>	Canada or Yukon
<b>PARTICIPANT/LIAISON:</b>	Fish and Wildlife Management Board
<b>OBLIGATIONS ADDRESSED:</b>	Before the amendment or introduction of Legislation for Fish and Wildlife in the Yukon, the Minister shall Consult with the Board on the matters to be addressed in that Legislation.
<b>REFERENCED CLAUSES:</b>	16.7.16

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	Notify Fish and Wildlife Management Board of proposed matters that are under consideration to be addressed in Legislation.	Within a reasonable time before introduction of Legislation
Minister	Provide details to Fish and Wildlife Management Board of proposed changes.	Within a reasonable time before introduction of Legislation
Fish and Wildlife Management Board	Prepare and present views re: proposed changes.	Within reasonable time provided by Government
Minister	Provide full and fair consideration to views presented by Fish and Wildlife Management Board.	Prior to introducing legislation
Canada or Yukon	Draft Legislation taking into consideration views of Fish and Wildlife Management Board.	

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada or Yukon

Notify Fish and Wildlife  
Management Board of final  
form of Legislation.

After Legislation passed



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Support to Salmon Sub-Committee
<b>RESPONSIBLE PARTY:</b>	Canada, Salmon Sub-Committee
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	The Department of Fisheries and Oceans shall provide technical and administrative support to the Sub-Committee as required to determine appropriate plans for Salmon management, and a senior official of the department in the Yukon shall serve the Sub-Committee as Executive Secretary.
<b>REFERENCED CLAUSES:</b>	16.7.17.10

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Salmon Sub-Committee	Notify Executive Secretary to arrange meeting to establish a schedule and work plan for providing advice and technical support.	As soon as practicable after establishment of Salmon Sub-Committee
Executive Secretary	Implement work plan.	In accordance with schedule
Executive Secretary	Respond to further requests for advice or technical support made from time to time, as practicable.	Upon request by Salmon Sub-Committee

### **Planning Assumption**

1. The official who will serve the Salmon Sub-Committee as Executive Secretary will be the senior official for the Department of Fisheries and Oceans in the Yukon.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Salmon Sub-Committee representation on the Pacific Salmon Commission's Yukon Panel
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	SSC, Pacific Salmon Commission
<b>OBLIGATIONS ADDRESSED:</b>	Representatives from the Sub-Committee shall form the majority of the Canadian representatives to any Yukon River Panel established pursuant to the <u>Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon</u> .
<b>REFERENCED CLAUSES:</b>	16.7.17.13

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Responsibility	Activities	Timing
SSC	Nominate SSC members to serve on the Yukon River Panel and notify Canada (DFO).	As required
Canada	Appoint SSC members as the majority of Canadian Yukon River Panel representatives pursuant to the <u>Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon</u> .	When Yukon River Panel is required to be established
Canada	Appoint balance of Yukon River Panel members.	When Yukon River Panel is required to the established

### Planning Assumption

1. Support costs for the Yukon River Panel will be the responsibility of the Pacific Salmon Commission after ratification of the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Ministerial response to Board or Salmon Sub-Committee non-compliance with responsibility
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon
<b>PARTICIPANT/LIAISON:</b>	Fish and Wildlife Management Board, Salmon Sub-Committee
<b>OBLIGATIONS ADDRESSED:</b>	Where the Board or the Sub-Committee does not carry out a responsibility, the Minister, after giving notice to the Board or the Sub-Committee as appropriate, may carry out that responsibility.
<b>REFERENCED CLAUSES:</b>	16.7.18

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Responsibility	Activities	Timing
Minister	Identify to Salmon Sub-Committee or Fish and Wildlife Management Board responsibility and activity that Salmon Sub-Committee or Fish and Wildlife Management Board has failed to carry out.	If Salmon Sub-Committee or Fish and Wildlife Management Board has not carried out a responsibility
Minister	Review responsibility with Fish and Wildlife Management Board and/or Salmon Sub-Committee and make best efforts to remedy situation.	If Salmon Sub-Committee or Fish and Wildlife Management Board has not carried out a responsibility
Minister	If matter cannot be resolved, notify fish and Wildlife Management Board or Salmon Sub-Committee of intention to assume responsibility.	Upon decision of appropriate Minister

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The majority of the activities of the Fish and Wildlife Management Board and the Salmon Sub-Committee are discretionary and relate to making recommendations to the Minister. It is expected that the Minister would only take over a responsibility in rare instances where the Minister is faced with clear unwillingness or refusal on the part of the Fish and Wildlife Management Board or Salmon Sub-Committee to undertake an activity that is clearly a mandatory responsibility under the Umbrella Final Agreement.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Consultation with the Fish and Wildlife Management Board by Minister re: declaration of species
<b>RESPONSIBLE PARTY:</b>	Yukon or Canada
<b>PARTICIPANT/LIAISON:</b>	Fish and Wildlife Management Board or Salmon Sub-Committee
<b>OBLIGATIONS ADDRESSED:</b>	The Minister shall Consult with and obtain a recommendation of the Board before declaring a species or population to be of territorial, national or international interest under 16.7.12.2.
<b>REFERENCED CLAUSES:</b>	16.7.19; Cross reference 16.8.0

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Minister	Notify Fish and Wildlife Management Board or Salmon Sub-Committee if the Minister is considering making a declaration with respect to a species or population.	Within a reasonable time before making a declaration
Minister	Provide details of proposed declaration and reasons.	
Fish and Wildlife Management Board or Salmon Sub-Committee	Prepare views and make a recommendation to Minister.	Within a reasonable time provided by Government
Minister	In considering whether or not to make declaration, provide full and fair consideration to views presented, in accordance with 16.8.0.	

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Minister	Notify Fish and Wildlife Management Board or Salmon Sub-Committee of final decision re: declaration.	Following decision by Minister
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## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Minister's response to recommendations from Fish and Wildlife Management Board, Renewable Resources Councils, or Salmon Sub-Committee pursuant to 16.8.1
<b>RESPONSIBLE PARTY:</b>	Yukon, Canada
<b>PARTICIPANT/LIAISON:</b>	Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Minister, within 60 days of the receipt of a recommendation or decision under 16.8.2, may accept, vary, set aside or replace the recommendation or decision. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider information and matters of public interest not considered by the Board.</p> <p>The Minister may extend the time provided in 16.8.4 by 30 days.</p> <p>Nothing in 16.8.4 shall be construed as limiting the application of 16.3.3.</p> <p>The Board, within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 16.8.4, shall make a final recommendation or decision and forward it to the Minister with written reasons.</p> <p>The Minister may extend the time provided under 16.8.5.</p> <p>The Minister, within 45 days of receipt of a final recommendation or decision, may accept or vary it, or set it aside and replace it.</p>

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

In the event that the Minister proposes to vary or to set aside and replace a recommendation of the Board with respect to the determination of a Total Allowable Harvest, the Minister shall make reasonable efforts to reach a consensus with the affected Yukon First Nation on the variation or setting aside and replacement of the recommendation.

In the event that the Minister and the affected Yukon First Nation are unable to reach a consensus under 16.8.6.1, the Minister may proceed to vary or set aside and replace the recommendation of the Board with respect to the determination of the Total Allowable Harvest, provided that the Minister is satisfied that the variation or replacement is consistent with the principle of Conservation.

The process for seeking consensus with the affected Yukon First Nation shall give due consideration to timing of any statutory or regulatory changes required and to the timing of Harvesting activities.

The Minister may extend the time provided in 16.8.6 in order to carry out the requirements of 16.8.6.1 and 16.8.6.2.

The Minister shall provide the Board with notice of the Minister's final decision under 16.8.6.

The Minister may refer any matter described in 16.8.1 to the dispute resolution process under 26.4.0 once the procedure set out in 16.8.1 to 16.8.4 has been completed.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

**REFERENCED CLAUSES:** 16.8.4, 16.8.5, 16.8.6, 16.8.8;  
Cross reference 16.8.2, 16.8.3, 16.8.7, 2.11.8

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Responsibility	Activities	Timing
Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-Committee	Send recommendation pursuant to 16.8.1 to Minister with jurisdiction.	As determined by Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee
Minister	Inform Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-Committee of decision to accept, vary, set aside or replace the recommendation. If recommendation not accepted, send written reasons to Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-Committee explaining why recommendation has been varied, set aside or replaced.	Within 60 days after receipt of recommendation
Minister	At discretion of Minister, and at any time after completion of 16.8.1 to 16.8.4 procedure, refer matter to dispute resolution under 26.4.0.	After decision to vary, set aside or replace a recommendation

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-Committee	Review response from Minister and make final recommendation under 16.8.5. Send final recommendation to Minister, with written reasons.	Within 30 days after receipt of Minister's decision
Minister	Inform Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-Committee of decision to accept, vary, set aside or replace the final recommendation.	Within 45 days after receipt of final recommendation
Minister	Inform affected Yukon First Nation if Minister proposes to vary or set aside and replace a final recommendation with respect to a Total Allowable Harvest determination.	Before Minister makes final decision
Minister, Yukon First Nation	Make reasonable efforts to reach consensus on need to vary or set aside and replace final recommendation of Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-Committee with respect to a Total Allowable Harvest determination.	Within a reasonable period of time, taking into consideration clause 16.8.6.3

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Minister	If no consensus is reached with Yukon First Nation, vary or set aside and replace Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-Committee recommendation as long as Minister's decision is consistent with the principle of Conservation.	At discretion of Minister
Minister	Notify Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-Committee of final decision.	
Canada, Yukon	Implement decision pursuant to 16.8.7.	As soon as practicable

### Planning Assumptions

1. Timing is in accordance with the provisions and is not intended to affect the Minister's ability to extend the time frames for response in accordance with 16.8.4.1, 16.8.5.1 or 16.8.6.4.
2. When the Minister proposes to vary or set aside and replace a final recommendation of the Fish and Wildlife Management Board or Renewable Resources Councils with respect to a Total Allowable Harvest determination, the Minister shall provide full and balanced information on the issue to the Yukon First Nations, including any written reasons provided by the Fish and Wildlife Management Board, Renewable Resources Councils or the Minister.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Consultation with the Fish and Wildlife Management Board by Minister re: emergency action
<b>RESPONSIBLE PARTY:</b>	Yukon or Canada
<b>PARTICIPANT/LIAISON:</b>	Fish and Wildlife Management Board, Renewable Resources Councils, Salmon Sub-Committee
<b>OBLIGATIONS ADDRESSED:</b>	Where emergency action has been taken pursuant to 16.8.11, the Minister shall within seven days inform the Board, Sub-Committee or Council and solicit their continuing advice. The Board, Sub-Committee or Council may recommend to the Minister that the emergency action be terminated pending their consideration of the issue.
<b>REFERENCED CLAUSES:</b>	16.8.12; Cross reference 16.8.11, 2.11.8

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Responsibility	Activities	Timing
Minister	Inform the Fish and Wildlife Management Board, affected Renewable Resources Council or Salmon Sub-Committee of emergency action taken pursuant to 16.8.11, provide details and supporting information, and solicit continuing advice.	Within seven days of taking action
Fish and Wildlife Management Board or Renewable Resources Council or Salmon Sub-Committee	Recommend that emergency action be terminated pending consideration of issue, pursuant to 16.8.0.	As determined necessary
Minister	Terminate action.	If recommendation accepted by Minister



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Minister	Inform Fish and Wildlife Management Board, Renewable Resources Council, or Salmon Sub-Committee of reasons for continuing emergency action and request advice pursuant to 16.6.9, 16.7.11 and 16.7.17.11.	If Minister makes decision to continue emergency action
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## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Exceeding the Total Allowable Catch of Salmon in exceptional circumstances
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	YFN, RRC, SSC and FWMB
<b>OBLIGATIONS ADDRESSED:</b>	Notwithstanding 16.3.2, Government may allow a catch of Salmon greater than the Total Allowable Catch in exceptional circumstances.
<b>REFERENCED CLAUSES:</b>	16.8.13; Cross reference 16.3.2

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Responsibility	Activities	Timing
Canada (DFO)	Allow catch of salmon greater than Total Allowable Catch (TAC).	In exceptional circumstances
Canada (DFO)	Notify affected YFNs, RRCs, FWMB and SSC of the measure and provide relevant information.	As soon as possible
Canada (DFO), SSC	At Minister's discretion, follow the activities described for UFA 16.10.10.	As appropriate

### Planning Assumptions

1. Actions taken by the Minister pursuant to the referenced provision will not result in a variation of the TAC for the time period in question. It is expected that any measures taken will be related to a situation-specific exception to the TAC which is in place.
2. To the extent practicable, initiatives taken pursuant to the referenced provision will be determined in collaboration with the SSC.
3. Action pursuant to the referenced provision is expected to occur only in exceptional circumstances recognizing that the Minister's primary objective is to conserve fish stocks.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Adjustment of Total Allowable Catch of Salmon
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	Salmon Sub Committee
<b>OBLIGATIONS ADDRESSED:</b>	<p>Subject to 16.10.11, Government may adjust a Total Allowable Catch because of variations in the anticipated run size but only after Consultation with the Sub-Committee, and any such adjustment may be made in-season.</p> <p>Where Government proposes to adjust the Total Allowable Catch under 16.10.10 and time does not permit Consultation with the Sub-Committee, Government may make the adjustment but it shall, within seven days, inform the Sub-Committee of the adjustment and solicit its continuing advice.</p> <p>The Sub-Committee may recommend to the Minister that any adjustment made under 16.10.11 be varied or terminated pending the Sub-Committee's consideration of the issue.</p>
<b>REFERENCED CLAUSES:</b>	16.10.10, 16.10.11 and 16.10.12; Cross reference 16.8.1 - 16.8.8

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada (DFO)	Notify SSC of proposal to adjust TAC and provide relevant information.	As required
SSC	Review proposed TAC adjustment and present views to Canada (DFO).	Upon receipt of notice
Canada (DFO)	Provide full and fair consideration of views presented.	Prior to adjusting TAC

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada (DFO)	Modify proposed TAC adjustment as required and inform SSC.	After Consultation
Canada (DFO)	Where time does not permit Consultation with SSC, adjust TAC and notify SSC.	If circumstances require
Canada (DFO)	Solicit continuing advice from SSC.	Within seven days of adjustment
SSC	If TACs have been adjusted in accordance with 16.10.11, the SSC may recommend adjustment of TAC be varied or terminated pending SSC review.	Upon notification
Canada (DFO)	Review any recommendation received and respond as required by clauses 16.8.1 through 16.8.8.	As required

### Planning Assumptions

1. The Department of Fisheries and Oceans (DFO) will make all reasonable efforts to contact SSC members to review the requirement for in-season Salmon TAC adjustments. If the situation precludes Consultation, DFO will expedite the review process under UFA 16.8.0 to the extent possible.
2. DFO will provide the SSC with the information used to establish TAC or required to adjust TAC.
3. Any adjustment in TAC may have to be reflected in adjustments to BNA as identified in UFA 16.10.9.
4. To facilitate implementation of these provisions, the SSC and Yukon First Nations may wish to discuss approaches to improve the monitoring of Salmon runs and the recording and reporting of catches.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Interim protection of traplines held by Yukon Indian People
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	Council for Yukon Indians, Yukon First Nations
<b>OBLIGATIONS ADDRESSED:</b>	The parties to the Umbrella Final Agreement agree not to reduce the number of traplines currently held by Yukon Indian People in a Yukon First Nation's Traditional Territory until the Effective Date of the Yukon First Nation Final Agreement, provided the Yukon First Nation Final Agreement is ratified before May 29, 1994 or within 24 months of commencement of negotiation of that Yukon First Nation Final Agreement, whichever comes sooner.
<b>REFERENCED CLAUSES:</b>	16.11.11; Cross reference 16.11.3.3

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Responsibility	Activities	Timing
Yukon	Provide Council for Yukon Indians and Yukon First Nations with map of trapline concessions and list of concession holders, noted as beneficiary or non-beneficiary, as of May 30, 1992 and provide information concerning changes to date.	As soon as practicable
Council for Yukon Indians	Confirm trapline information with Yukon First Nations.	As soon as practicable
Yukon, Council for Yukon Indians	Address any discrepancies identified.	As soon as practicable

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Yukon	Exercise discretion in administration of traplines so as not to reduce number held by Yukon Indian People in each First Nation Traditional Territory.	On an ongoing basis until the applicable date in UFA 16.11.11
Yukon	Notify Council for Yukon Indians and affected Yukon First Nation(s) of intention to terminate protective measures with respect to Yukon First Nation's traditional area. Carry on appropriate consultation prior to termination of protective measures.	Within reasonable time prior to the applicable date in UFA 16.11.11

### Planning Assumptions

1. The activities described above will be required to be performed only with respect to those Yukon First Nations for which a Yukon First Nation Final Agreement does not take effect on the effective date of Settlement Legislation.
2. It is acknowledged that Yukon already exercises its discretion in trapline administration in ways which provide a measure of protection for the trapline holdings of Yukon Indian People. In the implementation of UFA 16.11.11, Yukon will continue those measures.
3. Yukon will not give effect to proposed or purported trapline concession relinquishments, transfers or sales prior to consulting with the affected Yukon First Nation(s).
4. Yukon will not re-configure trapline concessions without consulting with affected Yukon First Nation(s).



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

5. In the interim protection period, where the affected Yukon First Nation is not one of those named in UFA 16.11.4, Yukon will administer the trapline concession in that Yukon First Nation's traditional area so as to facilitate the achievement of UFA 16.11.3. Yukon will notify the affected Yukon First Nation of any trapline concession in its traditional area which may be or is expected to become available for purchase, transfer or re-allocation, and will consult with the Yukon First Nation prior to approving same.
6. None of the foregoing is intended to preclude a more suitable arrangement as to which Yukon and an affected Yukon First Nation may agree.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Investigation and development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and related economic opportunities
<b>RESPONSIBLE PARTY:</b>	Council for Yukon Indians, Canada and Yukon
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	The parties to the Umbrella Final Agreement shall immediately investigate the needs, opportunities and structures required to ensure the adequate development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and related economic development opportunities. The parties to the Umbrella Final Agreement agree to design the structures necessary to develop these human resources.
<b>REFERENCED CLAUSES:</b>	16.13.1; Cross reference 28.9.1

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Responsibility	Activities	Timing
Council for Yukon Indians, Yukon	Establish a project group to investigate development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and to develop the structures necessary to develop these human resources.	As soon as practicable after Settlement Legislation
Project group	Jointly develop terms of reference for investigation and design of structures.	As soon as practicable after Settlement Legislation

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Project group	Submit terms of reference for the investigation and design to the Parties for approval.	As soon as practicable
Council for Yukon Indians, Canada, Yukon	Respond to project group concerning terms of reference.	Within a reasonable period of time
Project group	Complete investigation, and design necessary structures, consulting with Canada on matters within federal jurisdiction. Provide recommendations to the Parties.	Within 6 months after terms of reference are approved, unless Parties otherwise agree
Council for Yukon Indians, Canada, Yukon	As agreed, give effect to recommendations.	As resources permit

### Planning Assumptions

1. Yukon and Council for Yukon Indians will each name two representatives for the purpose of carrying out the second and third activities.
2. Council for Yukon Indians will consult with Yukon First Nations in the course of investigating human resource needs of Yukon First Nations and other Yukon residents.
3. In developing the terms of reference, the project group will consider:
  - a) the personnel, training, financial and implementation provisions of the 1991 report of the Parties' working group on interim measures with respect to land alienation;
  - b) the services which may be provided by Yukon College, particularly through its community campuses;
  - c) the suitability of any current renewable resources management program of Yukon College, and of college programs elsewhere;

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- d) any relevant comments or recommendations of the Training Policy Committee;
- e) the suitability and accessibility of existing Government programs for on-the-job training and professional development in renewable resources management;
- f) means to efficiently ensure the availability of financial resources for the development of human resources for renewable resources management in the Yukon and possible sources and mechanisms for financial support;
- g) the need to modify relevant Government programs and the urgency of any modifications required;
- h) the need to co-ordinate human resource development with the development of First Nation governments, as well as economic planning and development at the community or regional level;
- i) facets of renewable resources management, including but not limited to planning, regulation, administration and enforcement;
- j) the needs of Yukon First Nations; and
- k) objectives of UFA Chapter 16.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Consultation on amendment to statutes or regulations
<b>RESPONSIBLE PARTY:</b>	Canada
<b>PARTICIPANT/LIAISON:</b>	CYI
<b>OBLIGATIONS ADDRESSED:</b>	Settlement Legislation shall provide that Government, after Consultation with the Council for Yukon Indians, may make such amendments to statutes or regulations as are necessary for the purpose of giving effect to and enforcing provisions of 20.6.1 and 20.6.2.
<b>REFERENCED CLAUSES:</b>	20.6.3; Cross reference 20.6.1, 20.6.2

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Responsibility	Activities	Timing
Canada	Notify CYI of intention to amend statutes or regulations to give effect to UFA 20.6.1 and/or 20.6.2.	Within reasonable time prior to proceeding with amendment
Canada	Provide CYI with details of the initiative.	Within reasonable time prior to proceeding with amendment
CYI	Prepare and present views.	Within reasonable time to meet technical requirements of amendment process
Canada	Provide full and fair consideration to views presented and draft Legislation.	Within reasonable time prior to proceeding with amendment

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada	Subject to confidentiality requirements, notify CYI of final form of Legislation.	Within reasonable time prior to proceeding with amendment
Canada	Seek amendment to statutes or amend regulations.	As required after previous activities are completed

### Planning Assumptions

1. The described activities may require adjustment to ensure they are consistent with relevant provisions of Settlement Legislation and the outcome of discussions concerning the future tax regime in Yukon.
2. The described activities may be carried out through a "legislative drafting group" or such other arrangement as to which Canada and CYI may agree.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Participation of Yukon Indian People on boards
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	Council for Yukon Indians
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Yukon shall ensure that the Board of Directors of the Yukon Development Corporation is generally representative of the Yukon population.</p> <p>The Yukon shall make best efforts to structure the Board of Directors of the Yukon Energy Corporation so that at least one-quarter of the directors are Yukon Indian People.</p> <p>The Yukon shall make best efforts to structure the Yukon Council on the Economy and the Environment so that at least one-quarter of its members are Yukon Indian People.</p>
<b>REFERENCED CLAUSES:</b>	22.6.2, 22.6.3, 22.7.1

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Responsibility	Activities	Timing
Yukon	Review consistency of board composition with relevant Umbrella Final Agreement provision.	As soon as practicable after effective date of Settlement Legislation
Yukon	Invite Council for Yukon Indians' recommendation of persons for appointment to Yukon Development Corporation, Yukon Energy Corporation and Yukon Council on the Economy and Environment.	In reasonable time prior to date at which appointment is to take effect
Council for Yukon Indians	Provide recommendations.	Within reasonable time, as Yukon may indicate

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Yukon	Consider recommendations in process of making appointments.	As appointments are made
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### Planning Assumptions

1. It is expected that Council for Yukon Indians will carry out appropriate consultation with Yukon First Nations prior to making its recommendation.
2. For the purposes of UFA 22.6.2, the proportion of Yukon Indian People in the Yukon population will be a consideration in ensuring that the Board of Directors of the Yukon Development Corporation is generally representative of the Yukon population.
3. It is expected that, to give effect to the referenced provisions, Yukon will use best efforts to ensure that the composition of each board is consistent with the relevant provision as of the effective date of Settlement Legislation, or as soon as practicable thereafter, and subsequently whenever an appointment to a board is required to be made.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Review of effectiveness of Chapter 22
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon First Nations, Yukon, Council for Yukon Indians
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	A full and complete review of the effectiveness of the provisions of this chapter shall be carried out in the year 2010 by Government and the Yukon First Nations. If, after the review, the parties to the Umbrella Final Agreement agree that the objectives of this chapter have been met, the obligations of Government under this chapter shall cease commencing January 1, 2011. So long as these obligations remain in effect, a like review shall be carried out every five years thereafter.
<b>REFERENCED CLAUSES:</b>	22.9.1

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Responsibility	Activities	Timing
Parties	Establish process and address specific requirements to assess achievement of objectives.	As soon as practicable upon completion of review, or earlier as the Parties may agree
Parties	Assess achievement of objectives.	In the 2010 fiscal year
Parties	Determine whether there is agreement that the objectives have been met.	In the 2010 fiscal year
Parties	Repeat process.	Every five years, if there is no agreement that objectives have been met

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. The Parties may wish to organize their approach further and establish specific arrangements required to deal with the assessment required.
2. The assessment by the Parties to the Umbrella Final Agreement will be based upon the results of the review conducted by Canada, Yukon and the Yukon First Nations pursuant to this provision, as well as any other consideration which arises from the objectives or is deemed relevant.
3. At the year 2010, Yukon First Nation Final Agreements will not all have been in effect for the same period of time. Also, the assessment may indicate that not all objectives have been satisfied. Both of these factors suggest there is a range of possible outcomes under the third activity. If the Parties are unable to say there is satisfaction of all the objectives, a further review and assessment is expected to occur in the Year 2015 and every five years thereafter, as necessary. The Parties may wish to address the scope of subsequent activities under this provision in light of the extent of agreement reached at the five year intervals contemplated.
4. The Parties may wish to consider further the process and resources required to implement the referenced provision in the course of the last review of the Plan to occur prior to 2010.
5. Council for Yukon Indians will conduct appropriate consultations with Yukon First Nations in the course of these activities.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Negotiated transfer from Canada to the Yukon administration and management of Resources
<b>RESPONSIBLE PARTY:</b>	Yukon
<b>PARTICIPANT/LIAISON:</b>	Council for Yukon Indians
<b>OBLIGATIONS ADDRESSED:</b>	The Council for Yukon Indians may participate with the Yukon in the development of the Yukon's negotiating positions for negotiations pursuant to 23.3.1.
<b>REFERENCED CLAUSES:</b>	23.3.2; Cross reference 23.3.3

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Responsibility	Activities	Timing
Yukon	Notify Council for Yukon Indians of matters or proposals under negotiation or to be negotiated.  Notify Council for Yukon Indians of intention to proceed with negotiations.	As soon as practicable after the effective date of Settlement Legislation, and on-going basis thereafter, as negotiations proceed
Council for Yukon Indians	Appoint appropriate representatives for purposes of provision and inform Yukon of same.	Within reasonable time prior to proceeding
Yukon and Council for Yukon Indians	Meet regularly regarding preparation for negotiations, the analysis of negotiation issues, positions, options and strategies and other issues, as appropriate.	As appropriate for effective negotiation

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumption

1. The last activity is expected to include the opportunity for Council for Yukon Indians to add items to meeting agendas, request meeting on matters of concern related to negotiations and to prepare and provide input to negotiation strategies and positions. This is expected to occur in the context of an ongoing negotiation process and therefore is expected to be repeated as the Council for Yukon Indians and the Yukon may require for effective negotiation of the transfer.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Negotiation of guaranteed representation
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, CYI
<b>PATICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>The parties to the Umbrella Final Agreement may negotiate guaranteed representation for Yukon First Nations on government commissions, councils, boards and committees in the Yukon established to deal with the following matters:</p> <ul style="list-style-type: none"><li>- education</li><li>- health and social services</li><li>- justice and law enforcement; and</li><li>- other matters as may be agreed.</li></ul>
<b>REFERENCED CLAUSES:</b>	24.4.1

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Any Party	Identify entity on which guaranteed representation is desired.	At discretion
Any Party	Provide notice of desire to negotiate guaranteed representation.	At discretion
Other Parties	Respond to notice received.	As soon as practicable after receipt of notice
Parties	If Parties agree to negotiate, conduct and complete negotiations.	As soon as practicable or as the Parties may agree
Parties	Give effect to negotiated result.	As soon as practicable or as the Parties may agree

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Negotiation of Transboundary Agreements
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, CYI, affected YFNs
<b>PARTICIPANT/LIAISON:</b>	
<b>OBLIGATIONS ADDRESSED:</b>	<p>Government, the Council for Yukon Indians and the affected Yukon First Nations shall cooperate in negotiating Transboundary Agreements.</p> <p>Government, the Council for Yukon Indians and the affected Yukon First Nations shall endeavour to secure the cooperation of the Government of British Columbia, the Government of the Northwest Territories and transboundary aboriginal groups in negotiating Transboundary Agreements.</p> <p>Government, the Council for Yukon Indians and Yukon First Nations whose Traditional Territories are affected by a transboundary aboriginal claim shall work together in respect of each transboundary aboriginal claim to negotiate a Transboundary Agreement.</p> <p>Government, the Council for Yukon Indians and the affected Yukon First Nations shall make best efforts to settle the transboundary aboriginal claims of Yukon Indian People in the Northwest Territories and British Columbia based upon reciprocity for traditional use and occupancy.</p>
<b>REFERENCED CLAUSES:</b>	25.1.1, 25.1.2, 25.2.1, 25.2.2; Cross reference 25.2.3, 25.2.4, 25.3.2

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Responsibility	Activities	Timing
Canada, Yukon, CYI, affected YFN	Establish process and address specific requirements for Transboundary Agreement negotiations.	As appropriate

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Canada, Yukon, CYI, affected YFN	Attempt to secure co- operation of BC, NWT and transboundary aboriginal groups for negotiation of Transboundary Agreement.	As appropriate and may be agreed
Canada, Yukon, CYI, affected YFN	Enter into negotiation of Transboundary Agreement.	As required and may be agreed
Canada, Yukon, CYI, affected YFN	Use best efforts to co- operatively negotiate Agreement.	As required

### Planning Assumptions

1. The first activity is intended to enable the Parties to organize their approach further and to establish specific arrangements with respect to the requirements of the negotiation process.
2. Financial requirements for Transboundary Agreement negotiations will be addressed as provided in UFA 25.2.3. It is expected that the financial arrangements will be required to address costs of long-distance travel and increased communication and other requirements arising from the multiplicity of parties, jurisdictions and interests involved, along with other costs.
3. There are outstanding Yukon First Nation transboundary claims in both British Columbia and the NWT. The negotiation of those claims probably will proceed alongside the negotiation of the related YFNFA. It is expected that claims in British Columbia will be more complicated and take longer to resolve by agreement than claims in the NWT.
4. There also are outstanding transboundary claims by aboriginal claimant groups in both BC and the NWT. The sequence, format and complexity of negotiation of these claims cannot be predicted usefully at this juncture.
5. For the purposes of UFA Chapter 25, it is expected that CYI will play an active role in assisting in the organization of the negotiations and a supportive role with affected YFNs in the actual negotiations.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

6. The described activities refer only to the process leading to a negotiated agreement. Matters concerning ratification, implementation and amendment of a Transboundary Agreement are left for the parties to address separately as provided in the UFA or the relevant Transboundary Agreement.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Participate in consultation regarding rules and procedures of the Dispute Resolution Board
<b>RESPONSIBLE PARTY:</b>	Canada, Yukon, CYI
<b>PARTICIPANT/LIAISON:</b>	Dispute Resolution Board (the "Board")
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Board appointed under 26.5.1 shall have the following responsibilities:</p> <p>After Consultation with the parties to the Umbrella Final Agreement, to establish rules and procedures governing mediation and arbitration.</p>
<b>REFERENCED CLAUSES:</b>	26.5.4.6

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<b>Responsibility</b>	<b>Activities</b>	<b>Timing</b>
Canada, Yukon, CYI	Review notice from Dispute Resolution Board of intention to establish rules and procedures.	As soon as practicable on receipt of notice
Canada, Yukon, CYI	If requested by Board, participate in Board proceedings to establish rule making process.	As Board may provide
Canada, Yukon, CYI	Review any rules or procedures which the Board may provide for discussion.	Within time provided by Board
Canada, Yukon, CYI	Prepare and present views.	Within time and process provided by Board

### Planning Assumptions

1. It is expected that the Board will seek to establish rules and procedures for mediation and arbitration no later than the second year after the effective date of Settlement Legislation.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

2. It is expected that all Parties will assist the Board by participating in proceedings and making representations as the Board may request. The nature of the rule-making process is for the Board to decide and, at the Board's discretion, may itself be the subject of consultations with the Parties. The Parties' activities for the purposes of consultation with the Board will be consistent with the process which the Board chooses to adopt.
3. The rules and procedures adopted by the Board after the initial consultations may require modification and amendment in light of the Board's operating experience. In that event, it is expected that the described activities will be repeated, as the Board may require in the circumstances.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

<b>PROJECT:</b>	Establish Yukon First Nation Implementation Fund
<b>RESPONSIBLE PARTY:</b>	Council for Yukon Indians
<b>PARTICIPANT/LIAISON:</b>	YFNs
<b>OBLIGATIONS ADDRESSED:</b>	<p>The Council for Yukon Indians shall establish a Yukon First Nation Implementation Fund as soon as practicable after the effective date of Settlement Legislation.</p> <p>The Yukon First Nation Implementation Fund shall be administered either as a charitable trust, a Settlement Corporation or other legal entity.</p>
<b>REFERENCED CLAUSES:</b>	28.5.1, 28.5.2; Cross reference 28.5.3

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Responsibility	Activities	Timing
CYI	Research and evaluate options for form and operation of the Fund.	Within 6 months after effective date of Settlement Legislation
CYI	Present research and evaluation results to and consult with Yukon First Nations on preferred form and operation.	Within 3 months after completion of previous activity
CYI	Design and draft terms of preferred form of Fund and obtain Yukon First Nations' approval of same.	Within 3 months after completion of previous activity
CYI	Establish Fund and arrange for administration of same as terms of Fund may provide.	Within 3 months after completion of previous activity

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Planning Assumptions

1. Arrangements for indexation, calculation and delivery of the Fund principal are addressed elsewhere in this Plan.
2. There are no steps which CYI or the Fund administrators will be required to take to ensure that UFA 28.5.5 and 28.5.6 are given effect.

# UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

## ANNEX B

### BOARDS, COMMISSIONS AND COUNCILS

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#### Application

This Annex applies to the:

Enrollment Commission

Surface Rights Board

Yukon Land Use Planning Council

Yukon Geographical Place Names Board

Yukon Heritage Resources Board

Yukon Water Board

Fish and Wildlife Management Board and its  
Salmon Sub-Committee

Dispute Resolution Board

herein called the "Boards".

The Surface Rights Board will be the subject of separate Legislation. This Annex therefore applies to the Surface Rights Board subject to such modifications as may be required to ensure consistency with that Legislation.

The Development Assessment Board and Designated Offices to be established pursuant to UFA Chapter 12 also will be the subject of separate Legislation. Those matters are excluded

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

from this Annex on the understanding that they will be addressed through Development Assessment Legislation, the implementation plan contemplated by UFA 12.19.1 and the workplan and activities described in Annex A of this Plan.

### Contents

This Annex has five parts:

- Part 1 - General Provisions
- Part 2 - Board Training and Cross-Cultural Orientation and Education
- Part 3 - Arrangements for the Provision of Aboriginal Language Services to the Boards
- Part 4 - Board Mandates and Activities
- Part 5 - Board Budgets and Related Arrangements.

These parts are to be read together. Their provisions reflect the agreement of the Parties with respect to the establishment and operation of the Boards and the related arrangements and activities which the Parties expect to perform.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### PART 1

#### General Provisions

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##### Initial Nominations and Appointments

Each Party has a right to nominate Board members as provided by UFA 2.12.2 and in respect of each Board.

The process of nomination and appointment will require each Party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating Party.

To establish the initial complement of Board members, each Party should commence its procedures to identify prospective nominees upon ratification of the UFA by all Parties. The Minister will request nominations pursuant to UFA 2.12.2.2 as soon as practicable after the date of signing by all the Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (UFA 2.12.2.11), shall be forwarded to the Minister within the time provided by UFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the Boards to be in place as indicated in Part 4 of this Annex.

In order to facilitate these procedures, each Party should confirm with its proposed nominees their readiness to serve, prior to submitting its nomination to the Minister. If a nominee declines an appointment, the Minister and the nominating Party should take steps as soon as practicable to ensure that another nominee is identified and appointed.

##### Ongoing Process for Nominations and Appointments

#### **1. Replacement of Board Members**

Upon termination of the initial appointments, the Parties should follow the procedures outlined in UFA 2.12.2.2 to 2.12.2.4 and above in respect of the initial appointments to ensure that repeat or replacement nominations and appointments take effect in a timely manner. The Parties should use all best efforts to avoid vacancies arising on the Boards due to failures in the process of nomination and appointment.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

If a vacancy during term arises on a Board, the Parties should follow the same procedures to ensure that a replacement nominee is appointed at the earliest practicable date for a term consistent with the provisions of UFA 2.12.2.11.

### **2. Removal for Cause**

The authority to remove a Board member lies with the appointing Minister. It is acknowledged that the Minister will choose whether to exercise that discretion on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a Board member only after consultation with the nominating Party, subject to requirements for confidentiality. A replacement for the member removed should be nominated and appointed as soon as practicable.

Where a Board chooses to specify grounds for removal of a member pursuant to UFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating Parties and the Minister forthwith.

### **3. Resignation of a Member**

A Board may wish to establish rules or procedures concerning the resignation of Board members. It is recommended that Board members who wish to resign during their term be required to communicate their resignation in writing to the Board and that the Board forthwith advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable in accordance with UFA 2.12.2.2 and UFA 2.12.2.3.

### **Organization of the Board**

For the effective working of the Board, each Board, within the first 60 days after it is established by appointments, should convene at least one meeting. The initial meeting of the Board should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete necessary arrangements.

At its initial meeting or as soon as practicable thereafter, each Board should address:

- (a) the selection or nomination of a Chair and/or Vice-Chair, as the UFA may provide in respect of that Board;
- (b) any rules and procedures which it may require pursuant to UFA 2.12.2.7 and 2.12.2.10;



## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

- (c) the Board budget and the completion of related financial arrangements;
- (d) any organizational and policy matters, and arrangements with respect to support services and facilities required, for the discharge of its mandate; and
- (e) any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

### **Board Services and Facilities**

It is expected that each Board will arrange for the support services and facilities it requires. Two or more Boards may co-operate in these arrangements, as they may find convenient. In determining their arrangements, the Boards should consider the training and economic opportunities which may be made available to Yukon First Nations and the specific provisions of Yukon First Nation Final Agreements.

## PART 2

### **Board Training and Cross-Cultural Orientation and Education**

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For the purposes of UFA 2.12.2.9, 28.3.5 and 28.3.7, Board training should include:

1. training in Board procedures and functions;
2. training directed to improving Board members' ability to carry out their responsibilities in the field or fields within the mandate of the Board;
3. familiarization with the provisions of the UFA; and
4. cross-cultural orientation and education.

Each aspect will involve different considerations.

#### **1. Board procedures and functions**

This training should reflect both internal Board needs and needs of the Board in relation to public process. It should enable a Board to develop the internal rules it may require and to develop its approach and organization for decision-making. This latter area may include matters of policy development, planning, prioritization, time management and financial management. The appropriate time for the different aspects of this training to occur may vary from Board to Board.

It is strongly recommended that each Board assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the Board is established. These requirements should be reassessed and addressed accordingly within 90 days after the termination of the initial appointments, for the benefits of the replacement nominees. The initial Board's need for and success with training should be considered by subsequent members when assessing their needs and the means by which those needs may be addressed.

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Refresher training or specific needs for procedural advice during the term of a Board should be left for each Board to address as and when it so requires.

To ensure that appropriate training is available to the Boards, the Training Policy Committee, in consultation with the Boards, should develop the design and delivery of such training as the Boards may require or request. It is recommended that consideration be given to training in internal procedures and rules by way of a two or three day workshop to be held in Whitehorse. This workshop should be attended by the Chair and at least one other member of each policy Board. Attendance by members of adjudicative Boards should be optional.

Training in other topics may best occur in a small-group setting with each Board individually. Generally, the training program ought to be completed within the first three to six months after the effective date.

The Training Policy Committee should choose the facilitator or facilitators for the training program and develop the detailed curriculum in consultation with both the facilitator(s) and the Board Chairs. The suitability of training programs available through existing agencies, educational institutions or private contractors should be considered by the Committee in the discharge of its task.

### **2. Training related to Board Mandate**

Each Board should assess and take the steps necessary, including budget provisions, to address the needs of its members for training which will enable them to improve their ability to carry out their responsibilities in the field or fields within the Board's mandate. It is recommended that this occur as soon as practicable in the first year of each Board's term and at least annually thereafter. The specific program or initiatives taken in this area should be left to each Board to decide and arrange as it may require.

### **3. Familiarization with the UFA**

All Parties have an interest in ensuring that members of each Board understand the purposes of the Board under the UFA. All Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in UFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the UFA, Yukon First Nation Final Agreements and implementation plans. This information program should be carried out in a co-operative, co-ordinated way. It

## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

should be completed within the first 90 days after the effective date, and repeated as necessary during the term of a Board or upon the expiry of the initial Board appointments.

Each Party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

### **4. Cross-Cultural Orientation and Education**

Ongoing cross-cultural awareness and sensitivity will be important for the effective working of the Boards.

It is strongly recommended that each Board consider and take the steps necessary, including budget provisions, to ensure that its members have the benefit of cross-cultural orientation and education. This should be considered and addressed as soon as practicable in the term of each Board, and thereafter as may be required.

It is expected that cross-cultural orientation and education will have reference to the mandate of each Board and address cultural values, attitudes, strengths and differences in ways that enable the members of each Board, as a cross-cultural group, to work well together for the purposes of their mandate.

The Training Policy Committee should ensure that a suitable program of cross-cultural orientation and education is available to the Boards as the Boards may require or request. In consultation with the Boards, the Training Policy Committee should establish the design and delivery of the program and determine the appropriate facilitators, format and timing. In doing so, the Committee also should consider the suitability of existing services available in Yukon. It is expected, however, that no generic or presently existing program will prove entirely suitable; the needs of the Boards are unique.

## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

### **PART 3**

#### **Aboriginal Language Services**

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The Boards should be able to conduct their proceedings in aboriginal languages when appropriate.

Aboriginal language services in Yukon are currently the subject of a multi-year agreement between Canada and Yukon. It is expected that aboriginal language services will be available to the Boards pursuant to such agreements as may be in place from time to time or through contracting with individuals or organizations for the services desired.

It is expected that all best efforts will be made to ensure that the language services the Boards may require will be available to them at the earliest practicable date.

### **PART 4**

#### **Board Mandates and Activities**

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The following provisions address the mandate and expected activities, and relevant specific arrangements, in respect of each of the Boards to which this Annex applies.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### THE ENROLLMENT COMMISSION

#### Mandate

The Enrollment Commission shall determine eligibility for enrollment under a Yukon First Nation Final Agreement, and hear and determine any appeal respecting enrollment and provide for the enforcement of any order or decision.

#### Organizational Structure

The Enrollment Commission was established by the parties to the UFA on July 1, 1989.

The members of the Enrollment Commission shall be nominated and appointed pursuant to UFA 3.6.3 and 3.6.4.

The first members to the Enrollment Commission were appointed by the Minister of Indian Affairs and Northern Development in the fall of 1989. The Minister appointed a new member, nominated by Government and re-appointed the current member, nominated by CYI in the winter of 1992/93.

The Parties should nominate alternates as soon as practicable after Settlement Legislation. The Chair should be in place by Settlement Legislation.

The Enrollment Commission shall continue to operate until dissolution pursuant to UFA 3.10.4.

The Enrollment Commission shall be an independent body operating at arm's length from the Parties to the Settlement Agreements.

The provisions of UFA 2.12.2 shall apply to the Enrollment Commission.

#### Operations

The Enrollment Commission budget shall provide for facilities and the administrative support required to carry out its activities. The Enrollment Commission may wish to investigate the sharing of common services with other Boards.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

The Enrollment Commission shall prepare an annual budget and submit the proposed annual budget to the Minister of Indian Affairs and Northern Development for approval (UFA 3.8.1). The budget approval process will respect the Enrollment Commission's discretion over the allocation of funds to be available to the Enrollment Commission under the Plan. The Enrollment Commission shall only spend funds allocated to it for the carrying out of its functions and responsibilities in accordance with its approved budget (UFA 3.6.5.2).

Canada shall provide funding through fiscal 1993-94 and, if necessary, thereafter to the effective date of Settlement Legislation to the Enrollment Commission to enable it to carry out its responsibilities.

### Activities

The Enrollment Commission shall carry out the activities prescribed in the following UFA provisions:

3.6.5.1; 3.6.5.3; 3.6.5.4; 3.6.5.5; 3.6.5.6; 3.6.5.7; 3.6.5.8; 3.6.5.9; 3.6.5.10; 3.9.1.

As soon as practicable after Settlement Legislation, the Enrollment Commission shall establish and publish its procedures in respect of appeals from decisions of the Enrollment Committees.

The Enrollment Commission may, on its own motion, institute an appeal pursuant to UFA 3.6.5.9.

For the first four Yukon First Nations, the Enrollment Commission has prepared, certified, published and advertised the initial enrollment list.

## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

### **SURFACE RIGHTS BOARD**

#### **Mandate**

The Surface Rights Board ("the Board") mandate is prescribed in UFA 8.2.0, 8.3.0 and 8.4.0.

#### **Organizational Structure**

The Board shall be established pursuant to the Surface Rights Board Legislation enacted no later than the effective date of Settlement Legislation.

The nominees of the parties to the UFA shall be appointed to the Board as of the effective date of Surface Rights Board Legislation.

The Board shall have ten members. Five persons shall be nominated by the Council for Yukon Indians (CYI), and five persons shall be nominated by Canada. Canada shall consult with Yukon prior to the selection of the five nominees not allocated to CYI. The Minister of Indian Affairs and Northern Development shall appoint the nominees pursuant to UFA 8.1.2.

The chairperson shall be appointed after the Board has convened in accordance with UFA 8.1.3.

The provisions of UFA 2.12.2 shall apply to the Board.

The Surface Rights Board Legislation shall set out the other matters respecting the organizational structure of the Board.

#### **Operations**

The Board's budget will provide for facilities and the administrative support required to carry out its activities. The Board may wish to investigate the sharing of common services with other Boards.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

The Board shall prepare an annual budget for review and approval by the Minister of Indian Affairs and Northern Development. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan. Canada shall pay the approved expenses of the Board.

### Activities

The Board shall operate pursuant to the provisions of the Surface Rights Board Legislation (UFA 8.1.4) and the UFA. The Board shall hear and determine any matter referred to it pursuant to Surface Rights Board Legislation and any matter arising under the UFA or under a YFNFA, including:

UFA 5.15.5; 5.15.6; 5.15.9; 5.15.10; 6.3.3; 6.3.4; 6.3.6; 6.3.7; 6.4.5.2; 6.4.6; 6.5.1; 6.6.2; 7.5.2; 7.7.1; 7.8.4; 8.2.0; 8.3.0; 8.4.0; 14.7.5; 14.7.6; 17.10.2; 17.10.4; 17.10.5; 18.1.2; 18.1.3; 18.1.5; 18.2.6.4; 18.2.8; 18.2.9; 18.3.3; 18.3.4; 18.3.5; 18.3.6; 18.4.3; 18.4.4;

First Nation of Nacho Nyak Dun Final Agreement 13.8.7.3(b);

Champagne and Aishihik First Nations Final Agreement 13.8.7.3(b);

Teslin Tlingit Council Final Agreement 13.8.7.3(b);

Vuntut Gwitchin First Nation Final Agreement 13.8.7.3(b)

The Board may prescribe rules and procedures to govern any negotiations and may establish a mediation process which may be integrated with UFA 26.6.0.

## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

### **YUKON LAND USE PLANNING COUNCIL**

#### **Mandate**

The Yukon Land Use Planning Council("the Council") shall make recommendations to Government and affected Yukon First Nations pursuant to UFA 11.3.3 and 11.9.2.

#### **Organizational Structure**

The Council shall be established at the effective date of Settlement Legislation.

The Council shall be made up of one nominee of the Council for Yukon Indians, one nominee of Yukon and one nominee of Canada. The Minister of Indian Affairs and Northern Development shall appoint the nominees (UFA 11.3.2).

The provisions of UFA 2.12.2 shall apply to the Council.

#### **Operations**

The Council shall maintain in Yukon, the facilities and administrative and planning support required to carry out its activities. The Council will establish a secretariat as soon as practicable after the establishment of the Council to assist the Council and the Regional Land Use Planning Commissions ("the Commissions") to carry out their functions under this chapter (UFA 11.3.4).

The role and activities of the Secretariat will be determined by the Council.

The Council shall propose a budget to the Minister of Indian Affairs and Northern Development for the development of regional land use plans and for its own administrative expenses. The budget approval process will respect the Council's discretion over the allocation of funds to be available to the Council under the Plan. Canada will pay the approved expenses of the Council. Canada will provide funding for Regional Land Use Planning Commissions as specified in Schedule 1 of the Plan and as described in Yukon First Nations Final Agreement Implementation Plans.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Activities

The Council shall make recommendations to Government and to each affected Yukon First Nation on matters pursuant to UFA 11.3.3. The activities in UFA 11.3.3 shall be carried out in consultation with Yukon First Nations and Government.

These discussions should address the number of and the length of time to complete regional land use plans, and other matters identified in UFA Chapter 11.

The Council shall convene a meeting no later than 60 days after the establishment of the Council.

The Council shall convene an annual meeting with the chairpersons of all Commissions to discuss land use planning in the Yukon.



## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

### **YUKON HERITAGE RESOURCES BOARD**

#### **Mandate**

A Yukon Heritage Resources Board ("the Board") shall be established as of the effective date of Settlement Legislation to make recommendations respecting the management of Moveable Heritage Resources and Heritage Sites to the Minister of Tourism (Yukon), the Minister of Environment (Canada) and Yukon First Nations (UFA 13.5.1). The Yukon Heritage Resources Board may also be asked to make determinations pursuant to Umbrella Final Agreement 13.3.2.1 and 13.3.6.

#### **Organizational Structure**

The Yukon Heritage Resources Board shall be comprised of ten members (UFA 13.5.1).

Yukon shall nominate five appointees, one of whom shall be selected in consultation and concurrence with Canada.

Council for Yukon Indians shall nominate five appointees.

The Yukon Minister of Tourism shall appoint the nominees to the Yukon Heritage Resources Board (Umbrella Final Agreement 2.12.2.3, 2.12.2.4).

The provisions of 2.12.2 of the Umbrella Final Agreement shall apply to the Yukon Heritage Resources Board.

#### **Operations**

Pursuant to UFA 2.12.2.8, the Yukon Heritage Resources Board shall prepare an annual budget for approval by the Yukon Minister of Tourism. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan.

The Yukon Heritage Resources Board and the Yukon Geographical Place Names Board will operate with shared secretarial/administrative support, for which each will contribute resources from its operating budget. The amounts contributed annually by



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

each Board will be commensurate with the amount of support each expects to require during that budget year.

### Activities

The Yukon Heritage Resources Board shall undertake activities pursuant to its responsibilities as set out in chapter 13 of the Umbrella Final Agreement, in particular UFA 13.3.2.1, 13.3.6, 13.3.7, 13.5.3, 13.5.4, 13.7.1, 13.8.4, and the obligations in chapter 10, in particular UFA 10.3.4 and 10.5.5 and the obligations as set out in the specific provisions of individual Yukon First Nation Final Agreements.

### Note

Further information concerning activities associated with the Yukon Heritage Resources Board can be found in Activity Plans located in Annex A of the Yukon First Nation Final Agreement Implementation Plans, for the following referenced provisions:

UFA 10.3.3, 10.5.2, 13.3.2, 13.5.3.6, 13.7.1, 13.8.4;

First Nation of Nacho Nyak Dun Final Agreement Chapter 13, Schedule A, 1.2; Chapter 13, Schedule A, 3.3; and

Vuntut Gwitchin First Nation Final Agreement Chapter 13, Schedule B, 3.1.

## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

### **YUKON GEOGRAPHICAL PLACE NAMES BOARD**

#### **Mandate**

A Yukon Geographical Place Names Board shall be established as of the effective date of Settlement Legislation to consider and recommend the naming or renaming of places or features located within the Yukon (UFA 13.11.1 and 13.11.2).

#### **Organizational Structure**

The Yukon Geographical Place Names Board shall be comprised of six people.

Yukon shall nominate three appointees.

Council for Yukon Indians shall nominate three appointees.

The Yukon Minister of Tourism shall appoint the nominees to the Yukon Geographical Place Names Board.

The provisions of UFA 2.12.2 shall apply to the Yukon Geographical Place Names Board.

#### **Operations**

Pursuant to UFA 2.12.2.8, the Yukon Geographical Place Names Board shall prepare an annual budget for approval by the Minister of Tourism. The budget approval process will respect the Yukon Geographical Place Names Board's discretion over the allocation of funds to be available to the Yukon Geographical Place Names Board under the Plan.

The Yukon Geographical Place Names Board and the Yukon Heritage Resources Board will operate with shared secretarial/administrative support, for which each will contribute resources from its operating budget. The amounts contributed annually by each Board will be commensurate with the amount of support each expects to require during that budget year.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Activities

The Yukon Geographical Place Names Board shall undertake activities pursuant to its responsibilities as set out in chapter 13 of the Umbrella Final Agreement, in particular UFA 13.11.1 to 13.11.4.

### Note

Further information concerning activities associated with the Yukon Geographical Place Names Board can be found in Activity Plans located in Annex A of the Yukon First Nation Final Agreement Implementation Plans, for the following referenced provisions:

UFA 13.11.2 and 13.11.3.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### YUKON WATER BOARD

#### Mandate

The Yukon Water Board ("the Board") shall fulfil the mandate set out in the Laws of General Application and the Settlement Agreements.

#### Organizational Structure

The Board is currently the Yukon Territory Water Board established under the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

The Council for Yukon Indians ("CYI") shall nominate one third of the members (three persons) to the Board. Canada and the Yukon shall each nominate one third of the members (three persons) to the Board. The Minister of Indian Affairs and Northern Development (the "Minister") shall appoint the nominees.

After the date of federal cabinet approval of the Umbrella Final Agreement and before the effective date of Settlement Legislation, the Minister will, pursuant to UFA 14.4.1, endeavour to appoint the nominees of CYI to Board positions which are vacant and are the responsibility of Indian and Northern Affairs Canada to fill.

On or after the effective date of Settlement Legislation, the Minister may terminate the appointment of an Indian and Northern Affairs Canada nominee if the termination is required to allow nominees of CYI to occupy the full complement of three positions.

The Chairperson and the Vice Chairperson shall be appointed pursuant to UFA 14.4.2.

The provisions of UFA 2.12.2. shall apply to the Board.

#### Operations

The Board shall operate pursuant to the Laws of General Application and pursuant to the Settlement Agreements.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

The Board budget shall be the responsibility of Canada. The Board shall submit a budget to the Minister or the Minister's delegate for approval. The budget approval process will respect the Board's discretion over the funds made available to it to meet its incremental costs. Canada shall, in accordance with the approved budget, provide funding for the incremental costs of the Board.

### Activities

In addition to the activities required under the Laws of General Application, the Board shall undertake activities described by UFA 14.7.4, 14.8.3, 14.9.1, 14.11 and 14.12.

The Board may convene a policy hearing at any time with respect to the activities described by the Umbrella Final Agreement.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### FISH AND WILDLIFE MANAGEMENT BOARD

#### Mandate

A Fish and Wildlife Management Board shall be established, as of the effective date of Settlement Legislation, as the primary instrument of Fish and Wildlife management in the Yukon (Umbrella Final Agreement 16.7.1).

The Fish and Wildlife Management Board, acting in the public interest and consistent with this chapter and taking into consideration all relevant factors including recommendations of the Councils, may make recommendations to the Minister, to Yukon First Nations and to the Councils, on all matters related to Fish and Wildlife management, Legislation, research, policies, and programs (Umbrella Final Agreement 16.7.11).

The Fish and Wildlife Management Board may make recommendations pursuant to Umbrella Final Agreement 16.7.12.

#### Organizational Structure

The Fish and Wildlife Management Board shall be comprised of twelve members.

Yukon shall nominate six members, one of whom shall be selected in consultation and concurrence with Canada (Umbrella Final Agreement 16.7.2).

Yukon First Nations shall nominate six members, by causing the Council for Yukon Indians to make the nominations on behalf of Yukon First Nations after consultation with Yukon First Nations (Umbrella Final Agreement 16.7.2).

The Yukon Minister of Renewable Resources shall appoint the nominees to the Fish and Wildlife Management Board (Umbrella Final Agreement 2.12.2.3, 2.12.2.4).

The majority of representatives of Government and the majority of representatives of Yukon First Nations shall be Yukon residents (Umbrella Final Agreement 16.7.4).

One third of the initial appointments to the Fish and Wildlife Management Board shall be made for three years, one third for four years, and one third for five years.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Thereafter, appointments to the Fish and Wildlife Management Board shall be for five years (Umbrella Final Agreement 16.7.5).

All appointments to the Fish and Wildlife Management Board shall be during good behaviour (Umbrella Final Agreement 16.7.5).

The provisions of Umbrella Final Agreement UFA 2.12.2 shall apply to the Fish and Wildlife Management Board.

### Operations

The Fish and Wildlife Management Board shall determine its own procedures for selecting its chairperson from its membership (Umbrella Final Agreement 16.7.3).

The Yukon Minister of Renewable Resources shall appoint the chairperson selected by the Fish and Wildlife Management Board (Umbrella Final Agreement 16.7.3).

In the event that the Fish and Wildlife Management Board fails to select a chairperson within 60 days of the position being vacant, the Yukon Minister of Renewable Resources shall appoint a chairperson from the membership of the Fish and Wildlife Management Board after consultation with the Fish and Wildlife Management Board (Umbrella Final Agreement 16.7.3.1).

The Fish and Wildlife Management Board may establish an executive secretariat to provide administrative support to the Fish and Wildlife Management Board (Umbrella Final Agreement 16.7.7).

The Fish and Wildlife Management Board shall be accountable to the Yukon Minister of Renewable Resources for its expenditures (Umbrella Final Agreement 16.7.8).

The Fish and Wildlife Management Board shall prepare an annual budget, subject to approval by the Yukon Minister of Renewable Resources. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan (Umbrella Final Agreement 16.7.9).

A first year budget and a multi-year financial forecast for the Fish and Wildlife Management Board, excluding the Salmon Sub-Committee, is attached.

### Activities

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

The Fish and Wildlife Management Board shall establish the Salmon Sub-Committee pursuant to Umbrella Final Agreement 16.7.17 at its initial meeting or as soon as practicable thereafter.

The Fish and Wildlife Management Board shall undertake activities pursuant to its obligations as set out in chapter 16, in particular UFA 16.7.0 (16.7.1 to 16.7.20 inclusive), 16.3.13, 16.3.14.1, 16.5.1.4, 16.5.1.5, 16.5.1.8, 16.5.1.12, 16.5.1.15, 16.6.10.2, 16.6.10.4, 16.6.16, 16.8.0, 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.1 and its obligations in chapter 27, in particular UFA 27.3.1.

### Note

Further information concerning activities associated with the Fish and Wildlife Management Board can be found in Activity Plans located in Annex A , for the following referenced provisions:

Umbrella Final Agreement Implementation Plan, Annex A:

- 16.7.7.2
- 16.7.16
- 16.7.18
- 16.7.19
- 16.8.4
- 16.8.12

First Nation of Nacho Nyak Dun Final Agreement Implementation Plan, Annex A - 16.3.14.1, 16.6.13, 16.7.8, 16.9.1.3(a), 16.9.16, 16.9.17

Vuntut Gwitchin First Nation Final Agreement Implementation Plan, Annex A - Chapter 10, Schedule A, 4.28, 16.3.14.1, 16.6.13, 16.7.8, 16.9.16, 16.9.17

Champagne and Aishihik First Nations Final Agreement Implementation Plan, Annex A - Chapter 10, Schedule A, 4.23, 16.3.14.1, 16.6.13, 16.7.8, 16.9.16, 16.9.17

Teslin Tlingit Council Final Agreement Implementation Plan - 16.3.14.1, 16.6.13, 16.7.8, 16.9.16, 16.9.17

## FISH AND WILDLIFE MANAGEMENT BOARD

First Year Budget and Multi-Year Financial Forecast (excluding Salmon Sub-Committee) (UFA 16.7.10)

## Year After Settlement Legislation

[illegible]

## SALMON SUB-COMMITTEE

### Mandate

A Salmon Sub-Committee (the "Sub-Committee") shall be established as the main instrument of Salmon management in the Yukon (UFA 16.7.17).

### Organizational Structure

The Sub-Committee shall be established by the Fish and Wildlife Management Board as soon as practicable.

The Fish and Wildlife Management Board shall assign from its membership one nominee of Yukon First Nations and one nominee of Government to the Sub-Committee.

The Minister of Fisheries and Oceans (the "Minister") shall nominate two additional members to the Sub-Committee.

For the Yukon River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in only the Yukon River drainage basin.

For the Alsek River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in only the Alsek River drainage basin.

For the Porcupine River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in only the Porcupine River drainage basin.

When the Sub-Committee is dealing with matters affecting more than one of the drainage basins identified in UFA 16.7.17.3 to 16.7.17.5, the members appointed to represent those basins may sit on the Sub-Committee, provided that the total number of votes to be exercised by those members shall not exceed two.



## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

Appointments to the Sub-Committee by the Board shall be for the term held by that appointee on the Board.

The additional appointments to the Sub-Committee by the Minister and by Yukon First Nations shall be for five years. All appointments to the Sub-Committee shall be during good behaviour.

The Board shall appoint a chairperson, after Consultation with the Sub-Committee, from the membership of the Sub-Committee. In the event the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Sub-Committee after Consultation with the Sub-Committee.

The provisions of UFA 2.12.2 shall apply to the Sub-Committee.

### **Operations**

The Department of Fisheries and Oceans shall provide technical and administrative support to the Sub-Committee as required to determine appropriate plans for Salmon management. The senior official of the Department of Fisheries and Oceans in the Yukon shall serve the Sub-Committee as Executive Secretary.

The Sub-Committee shall prepare an annual budget and submit it to the Fish and Wildlife Management Board for approval by the Minister. The budget approval process will respect the Sub-Committee's discretion over the allocation of its funds to be available to the Sub-Committee under the Plan. Canada shall pay the approved expenses of the Sub-Committee. A first year budget and a multi-year financial forecast is attached.

### **Activities**

The Sub-Committee shall undertake activities pursuant to its obligations as set out in UFA chapter 16, in particular UFA 16.7.17, 16.8.0, and 16.10.0.

Regular semi-annual meetings, in-season and basin meetings pertinent to the Yukon, Porcupine and Alsek Rivers will be held by the Sub-Committee.

## First year budget and multi-year Financial forecast

## Year After Settlement Legislation

[illegible]



## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

### **DISPUTE RESOLUTION BOARD**

#### **Mandate**

The Dispute Resolution Board (the "Board") shall provide a comprehensive dispute resolution process to resolve disputes which arise out of the interpretation, administration or implementation of Settlement Agreements or Settlement Legislation and to facilitate the out-of-court resolution of disputes in a non-adversarial and informal atmosphere.

#### **Organizational Structure**

The Board shall be comprised of three persons appointed jointly by the Council for Yukon Indians (CYI) and Government (UFA 26.5.1).

Upon 30 days notice by a party to the UFA of its readiness to establish the Board, the parties to the Umbrella Final Agreement are to agree on the membership of the Board.

If the Parties do not jointly agree on the membership of the Board, the Parties shall follow the procedures set out in UFA 26.5.2.1 - 26.5.2.4.

The chairperson to the Board shall be selected in accordance with UFA 26.5.2.1 and/or 26.5.2.2.

The Board may create the Dispute Resolution Panel. The total number of persons on the Panel, including members of the Board, is not to exceed 15 (UFA 26.5.3).

The provisions of UFA 2.12.2 shall apply to the Board.

#### **Operations**

The Board shall maintain facilities and provide administrative support to fulfil its mandate. The Board may wish to investigate the sharing of common services with other Boards.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

The Board shall prepare an annual budget for the administrative costs of the Board and Panel and it shall submit the budget for review and approval by the Minister of Indian Affairs and Northern Development. The budget approval process will respect the Board's discretion over the allocation of funds to be available to the Board under the Plan.

### Activities

The Board shall, as soon as practicable after the Board is established, notify the parties to the UFA of its intention to develop rules and procedures governing mediation and arbitration. The Board shall invite the Parties to participate in the process. The Board may send proposed rules and procedures to the Parties who will have a reasonable opportunity to present views.

The Board shall plan and develop a training program so that Panel members receive the necessary training in mediation and arbitration principles and techniques. The Board may consult with the Training Policy Committee on the training program. The Board shall develop the training program as soon as practicable.

The Board shall appoint persons, including its own members, to the Dispute Resolution Panel and shall maintain a roster of mediators and arbitrators from those persons who are appointed members of the Panel. The Parties should consider appointing persons to the Board with experience in the field of dispute resolution. The Board shall set from time to time the fees to be charged for Panel members' services. (UFA 26.5.3, 26.5.4, 26.6.2 and 26.7.2)

Upon the dissolution of the Enrollment Commission, the Board, in addition to its powers and duties under chapter 26, shall undertake the activities associated with UFA 3.10.4; 3.6.5.1; 3.6.5.9; 3.6.5.10; 3.6.5.11.

# UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

## PART 5

### Budget Procedures and Financial Arrangements

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#### 1. Costing Guidelines for Board Budgets

Honouraria - Chair @ \$300 per day  
Members @ 200 per day

except for Yukon Geographical Place Names Board Chair @ \$187.50 per day  
and Members @ \$125 per day

Travel - \$400 per trip (average)  
Per Diem - \$53 per day (food)  
Accommodation - \$85 per day  
Meeting Room - \$75 per day

2. If the Minister requests a Board to perform an activity that is not part of the Board's approved budget for a given year, the Board may request additional funding and the Minister shall consider the request.
3. Board budget submissions for the costs of mediation and regulatory and adjudicative hearings may reflect Board policy with respect to financial assistance through the Board for participation in its proceedings.

ANNEX C

INFORMATION STRATEGY

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CYI will implement a general information strategy to enhance community and public awareness of the provisions of the Umbrella Final Agreement and UFA Implementation Plan.

The information to be provided will be limited to a "general" approach focusing initially on the UFA and the UFA Implementation Plan. This strategy excludes information that may be required in relation to amendments of the UFA.

The Council for Yukon Indians Leadership will have the final authority in relation to the disbursement of funds for communications activities.

The communications activities of CYI will be coordinated with the communications activities of the other Parties and of the Boards and Commissions. Coordination of activities will ensure that costly duplication of communications activities is avoided.

**Process**

To facilitate coordination of activities and messages, the Parties shall undertake to share advance drafts of communications materials directed towards general public awareness produced under this strategy prior to release.

In addition, the Parties shall meet at least annually to discuss issues including communications activities of all Parties directed towards general public awareness, budgets and production schedules for the coming year.

**Activities**

The communications activities of CYI will focus on the following areas:

**Communication Facilitators Workshop:** Each Yukon First Nation will identify a person to act as a local communications facilitator. The workshop will address

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

providing facilitators with the necessary information to undertake local communication activities.

**Land Claims Briefing Book:** A briefing book will be developed and distributed to the Parties. Media will be provided the information through a media workshop.

**Video Aids:** At least two videos will be produced. These videos will be of broadcast quality and will be available for the use of the media.

**Advertising/Promotion:** A series of radio and television spots will be developed. These will be available for the use of all media. Additionally, press releases and story ideas for local media will be developed.

**Central Newsletter:** A newsletter will be developed on a regular basis and inserted in each issue of Dan Sha. Articles from this newsletter would also be available for publication by the other print media.

Information products which are represented to be the product of all Parties shall be approved by the Parties prior to release.



ANNEX D

**PROCESS TO IDENTIFY GOVERNMENT PROGRAMS WHICH  
SHOULD BE MODIFIED TO ASSIST IN THE  
IMPLEMENTATION OF SETTLEMENT AGREEMENTS (UFA 28.3.3.5)**

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As soon as practicable following the effective date of Settlement Legislation, representatives of Canada and Yukon will meet with representatives of Yukon First Nations. Canada, Yukon and Yukon First Nations will identify the existing Government programs, other than those training programs referenced in UFA 28.8.3, which may need to be modified to assist in the implementation of the Settlement Agreements. The parties will establish priorities for discussions of specific program sectors and programs which may require modification. Government program reviews will be adjusted to the greatest extent possible to accommodate the priorities established by the parties.

Within a reasonable period of time after the initial meeting, representatives of the parties will hold follow up meetings in order to consider in more detail Government and Yukon First Nation input with respect to specific program sectors and/or specific programs which may require modification. To the extent possible, Government and Yukon First Nations will propose, for discussion, specific modifications to existing programs. In the case of Government, the representatives participating in these meetings will be senior officials with program authority in relation to the sector(s) under discussion. These meetings may include Government policy and program delivery staff to assist the process with respect to any proposed modifications.

Within a reasonable period of time thereafter, which may vary depending on the nature and extent of the modification required, each Government will develop draft proposals for the substance and timing of program modifications. Prior to finalizing any proposals, the Governments will consult with the Yukon First Nation representatives.

Once Government has approved the program modifications, Government shall notify the parties providing:

- a description of the modifications that will be made to each program; and
- a schedule within which Government will implement the modifications.



## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

Until the modifications to the identified programs have been completed, each Government shall provide annual progress assessments to the parties.

Federal programs may be modified in respect of their application in Yukon to assist in the implementation of Settlement Agreements in the Yukon.

The need to assist in the implementation of Settlement Agreements will be a policy consideration in the development of new Government programs.

ANNEX E

ARRANGEMENTS FOR TRAINING  
AND THE TRAINING POLICY COMMITTEE

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Training Policy Committee

**1. Composition**

The Training Policy Committee ("the Committee") is to be composed as described in UFA 28.7.1 to 28.7.3. For implementation purposes, it is important to note that Committee members are representative of the nominating Parties and that Government nominees are to be senior officials with authority to represent Government in education and training matters. All required nominations to the Committee were made and approved prior to Government ratification of the Umbrella Final Agreement.

**2. Mandate**

The mandate of the Committee is set out in UFA 28.7.4 and is expected to be addressed as follows:

**(a) Training Plans**

The Committee shall assist and support CYI and Yukon First Nations to develop the training plans required for implementation of the UFA and Yukon First Nation Final Agreements.

The training plans are expected to identify the minimum skills and competencies which must be held by those who will work in implementing the agreements. Each Yukon First Nation training plan should match available skills and competencies held by Yukon First Nation members with the skills and competencies required for implementation of the agreements. Any resulting training gaps and the number of individuals desiring the required training should be identified.

The Committee should identify the urgent generic training needs of the largest possible number of Yukon First Nations and address those needs on a priority basis. Those needs not immediately addressed should be listed and prioritized for action.

## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

It is expected that the CYI representatives on the Committee will consult with CYI and the Yukon First Nations prior to finalizing decisions in the Committee.

### **(b) Training Programs**

The Committee should review all existing programs which can address the training requirements identified by the training plans and recommend changes to those programs in accordance with the needs and priorities for action. It is expected that program delivery may require change in order to facilitate enrollment and participation by individuals identified through the training plans.

Where program modification is not a feasible alternative to meet identified training needs, due to cost, timeliness or other factors, the Committee is expected to develop and negotiate the delivery of new training programs or activities that are appropriate.

The Committee is expected to investigate and, where appropriate, recommend the integration of existing training programs or support systems for those programs. The purpose is to minimize the need to establish new programs that require a net financial contribution from the Training Trust "(the Trust)".

In the review, modification, design or integration of training programs and activities, the Committee is expected to consider the values and culture of Yukon First Nation trainees, as well as the non-academic needs of trainees for transportation, day-care, housing, counselling, financial support and other support. These factors should be incorporated in the design of all training plans and programs.

### **(c) Consultation and Co-ordination**

The Committee is expected to ensure there is an ongoing process in which Yukon First Nations are consulted and their input is solicited as Yukon First Nation Final Agreements are negotiated and concluded and implementation plans are developed. The purpose is to ensure that the needs of all Yukon First Nations are identified and met.

The Committee is expected to determine the training plans, training programs and related expenditures on the bases of fairness to all Yukon First Nations and of equity among them, regardless of the timing of the completion of each Yukon First Nation Final Agreement or Implementation Plan.

The Committee, by December 31, 1993, shall investigate and report to the Parties upon:

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- (a) the possibility and desirability of establishing a one-window approach to meeting Yukon First Nation training needs, including the possibility of transferring to the Trust or some other appropriate financial vehicle the federal, territorial and Yukon College funds dedicated to the training of Yukon Indian People;
- (b) ways of increasing the co-ordination and cooperation among all the Boards and Committees charged with the provision of advice with respect to Yukon First Nation training, including the possibility of amalgamating all Yukon First Nation representation into one structure; and
- (c) ways of increasing the level of consultation with Yukon First Nations and response to Yukon First Nation needs through the implementation of existing or future labour force and training agreements between Canada and Yukon.

### 3. Workplan

The workplan of the Training Policy Committee dated June 29, 1992 is attached to and forms a part of this Annex E.

### 4. Funding and Administration

Canada will provide \$100,000 (1992\$) one-time as soon as practicable after the effective date of Settlement Legislation and \$75,000 (1992\$) per year for the activities of the Training Policy Committee in the discharge of its mandate outside the Trust. This sum will be delivered to and administered by CYI by way of unconditional grant.

It is expected that this funding will not be sufficient to enable the Committee and Yukon First Nations to properly develop training plans and to fully meet the training needs and program requirements which arise from the UFA and Yukon First Nation Final Agreements. The Parties should therefore work co-operatively to assist the Committee and Yukon First Nations to access available programs to those ends.

### The Training Trust

The Training Policy Committee is required to develop guidelines for the expenditure of money from the Trust and to expend Trust funds in accordance with the approved work plan.

It is understood that, on or before the effective date of Settlement Legislation, a suitable indenture to establish the Trust will be executed by the appropriate parties and that the contributions contemplated by the UFA will be made to the Trust.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

It is expected that, as a matter of policy, the Training Policy Committee will have recourse to the Trust fund only as a last resort for financing any training program, training activity or support service or program for Yukon Indian People who are trainees. The Committee should endeavour to secure funding from Government or private sources to meet training costs to the greatest possible extent.

Otherwise, it is expected that the only expenditures to be charged against the Trust fund by the Committee will be those expenditures which are authorized by the UFA and the trust indenture to be charged.





TOGETHER TODAY... FOR OUR CHILDREN TOMORROW



# COUNCIL FOR YUKON INDIANS

11 NISUTLIN DRIVE

WHITEHORSE, YUKON  
Y1A 3S4

TEL: (403) 667-7631  
FAX: (403) 668-6577

## MEMORANDUM

Date: 8 March 1993

To: Cheryl McLean  
Implementation Coordinator

From: Nancy Sinnott, Chair  
Training Policy Committee

RE: WORKPLAN - TPC

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This will confirm that the workplan of the Training Policy Committee remains unchanged in spite of our review of the workplan in August and again in November of last year.

Revisions to the workplan would be necessary if the Yukon Land Claims Implementation Training Strategy was approved by the CYI's Leadership in October, 1992.

It is expected that the workplan will need minor revisions from time to time, however, the six objectives identified and their activities will continue to serve the TPC in its role as defined by Chapter 28 of the UFA.

If you should have any questions or concerns, please do not hesitate to call me at 996-2265.

NS/amp

cc: TPC Members  
TPC Coordinator

# **TRAINING POLICY COMMITTEE**

## **WORK PLAN**

92/06/29

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**WORK PLAN**  
**OBJECTIVES, TASKS AND ACTIVITIES**

# **TRAINING POLICY COMMITTEE WORK PLAN**

## **INTRODUCTION**

Under the Umbrella Final Agreement of the Land Claims Settlement, the Training Policy Committee is mandated to undertake several important responsibilities. One of these responsibilities is the development of a work plan to be submitted to the parties to the Agreement. This work plan is to guide the Training Policy Committee in the accomplishment of their mandate.

This document represents a work plan as approved in principle by the Training Policy Committee on June 29, 1992. The document is composed of several sections in order to assist the reader and the personnel who will be responsible for implementing the activities included in the work plan itself.

The introduction is intended to give an overview to the document itself and briefly explain the contents and purpose of each section. Included in the introduction is a diagrammatic representation of the work plan and how the different sections were developed and organized. Working from the Umbrella Final Agreement, Chapter 28 and the mandate provided to the Training Policy Committee, six primary objectives were developed, from which discrete tasks then individual activities were identified. Following this exercise, an action plan was prepared for each objective, task and activity which included costs, timeframes, recommended processes for accomplishing and the assignment to the appropriate personnel.

The second section includes two "Work Plan Guidelines". One details the process the Training Policy Committee will undertake in approving, reviewing and revising the work plan. The second guideline outlines the requirements for a policy and procedures manual.

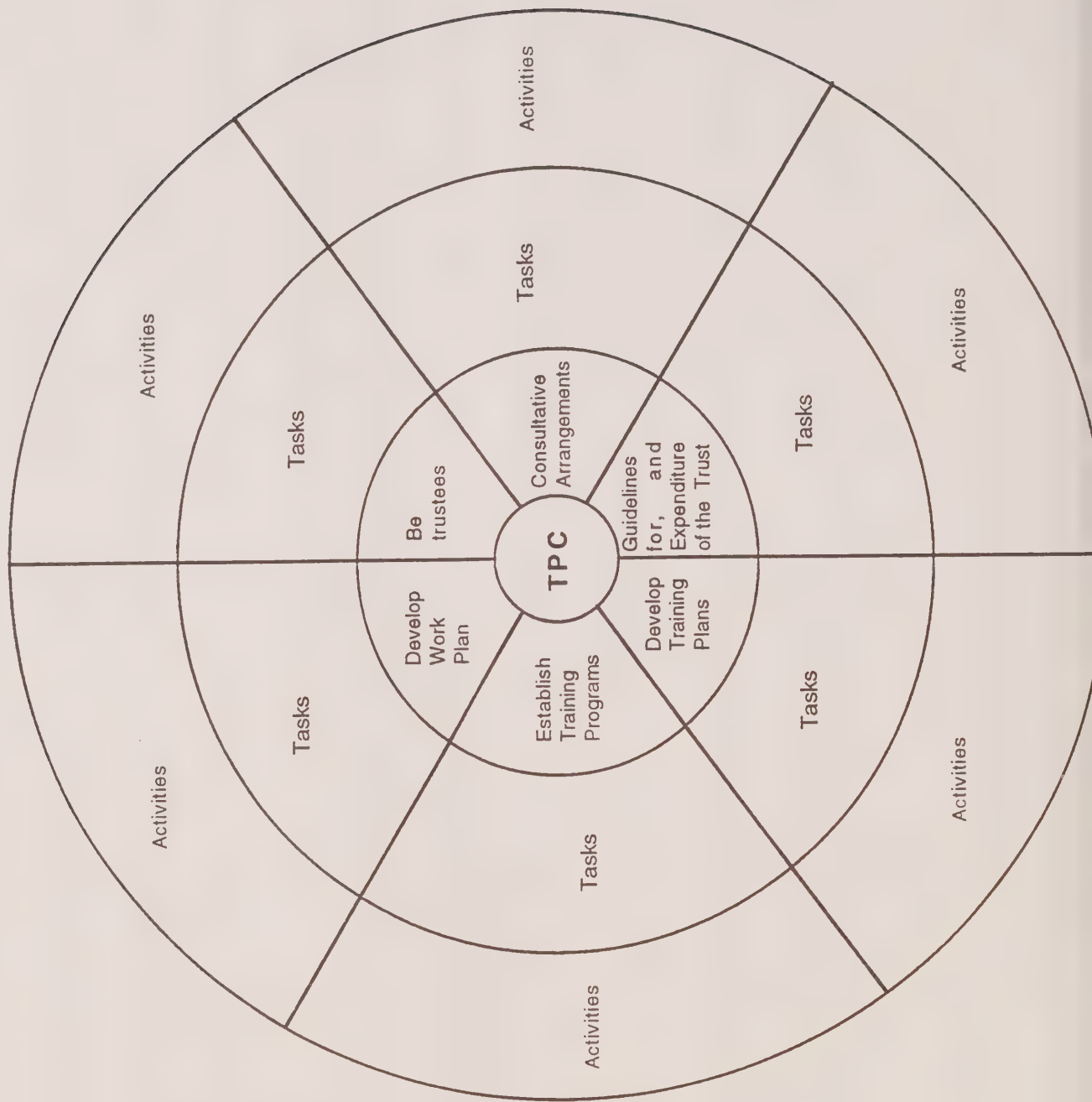
The third section provides for the complete work plan arranged by objective, tasks and activity. The objectives are arranged chronologically. In later sections the tasks and activities are arranged chronologically.

The fourth section provides for a diagrammatic and tabular representation of the tasks required to complete each objective. These tasks are arranged chronologically.

The fifth section provides the complete action plan, including responsibility assignment, recommended process for undertaking the activity, timelines and estimated costs.

The sixth section outlines the anticipated budget requirements for the accomplishment of the entire work plan. Modifications may be required depending on the management structures which may be approved by the Training Policy Committee.

It is important to note that other documents have been prepared by the Training Policy Committee to guide its work. Of particular note, is the Training Policy Committee mandate statement which details the guiding principles under which it is to operate.





## WORK PLAN GUIDELINES

## TRAINING POLICY COMMITTEE

### WORK PLAN GUIDELINES

1. Study all the tasks and activities of the workplan for each objective to determine if they adequately meet the requirements of each objective.
2. Analyze the tasks and activities individually to determine which can be completed by:
  - the TPC immediately without assistance;
  - the TPC with training;
  - the TPC with assistance of professionals;
  - assigning the work to a consulting firm;
  - an employee of the TPC; or
  - by other working groups or individuals as deemed appropriate.
3. Obtain assistance, as necessary, to achieve the approved objectives by:
  - determining training and/or professional needs;
  - outlining appropriate training or position descriptions;
  - preparing proposals as required;
  - securing funding;
  - advertizing;
  - interviewing, selecting and orienting (cultural and organizationally) persons/firms;
  - monitoring and evaluating training or assistance
4. Assign and monitor tasks and activities of the workplan for each objective which will include:
  - the assignment of initial tasks and activities as appropriate with deadlines for completion
  - the evaluation of initial tasks and activities prior to deadlines and provide for revisions as required
  - the assignment of remaining and/or revised tasks and activities
  - the evaluation of any remaining tasks and activities and provide for revisions as required

## **TRAINING POLICY COMMITTEE**

### **WORK PLAN GUIDELINES - II**

1. Research and document the guiding principles of the organization
2. Research other foundations/trust funds/developmental organizations/societies within and outside of the Yukon for models which have similar capabilities to the TPC.
3. Research the legal requirements of a policy and procedure manual as set in various labour and corporate legislation applicable in the Yukon.
4. Develop an appropriate personnel policy manual.
  - develop an appropriate procedural approach to each policy.
  - have the Trustees approve each personnel policy.
5. Develop an appropriate operational policy manual.
  - develop an appropriate procedural approach to each policy.
  - have the Trustees approve each operational policy.
6. Develop an appropriate programming policy manual.
  - develop an appropriate procedural approach to each policy.
  - have the Trustees approve each programming policy.
7. Implement the approved policy manual with the corresponding procedures.
8. Test the policies over a specific period of time. ( NOTE: Resist changing policy, but instead adjust procedures as necessary -- management responsibility).
9. Change policy only as a result of philosophic adjustment within the organization.

## OBJECTIVE 1: TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN

### WORK PLAN (92/06/12)

#### TASK 1:

To determine the objectives to be undertaken by the TPC

#### Activities:

1. review the mandate of the TPC as provided for in the UFA, Chapter 28
2. prioritize individual mandate items chronologically
3. identify for each mandated item, an objective for implementation
4. identify and review any additional objectives which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to achieve the objective

#### TASK 2:

To determine the tasks involved in each of the objectives set for the TPC

#### Activities:

1. analyze each objective and identify separate tasks which need to be undertaken to accomplish the objective
2. prioritize and list the tasks chronologically
3. identify and review any additional tasks which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the task

#### TASK 3:

To determine the activities needed to implement each task identified for the objective

#### Activities:

1. analyze each task and identify required activities which need to be undertaken to accomplish the task
2. prioritize and list the activities chronologically
3. identify and review any additional activities which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the activity

# WORK PLAN (92/06/12)

## TASK 4:

To develop actions plans from the objectives, tasks and activities

## Activities:

1. review and chart activities which have already been completed and new activities yet to be completed
2. determine timeframes, process, assignments, resources and expected outcomes of each task yet to be completed
3. review all activities to determine the inter-relationships between them
4. determine immediate activity priorities

## TASK 5:

To submit the workplan

## Activities:

1. review, revise and approve draft workplan
2. submit draft workplan to IPWG for review and recommended revisions
3. revise workplan
4. submit finalized workplan to IPWG

## TASK 6:

To maintain a current workplan

## Activities:

1. monitor the approved final workplan through those persons or bodies responsible for each activity
2. evaluate the approved workplan at each regular TPC meeting
3. revise and/or update workplan as necessary

# TRAINING POLICY COMMITTEE

## OBJECTIVE 2: TO BE TRUSTEES OF THE TRUST

### TASK 1:

To research and obtain initial and ongoing orientation and training for the TPC

## WORK PLAN (92/06/12)

### Activities:

1. research and obtain initial training or assistance for all TPC members to become knowledgeable about the legal responsibilities and requirements of Trustees
2. research, obtain and provide ongoing training for all TPC members in the skills of:
  - board roles, responsibilities and authorities
  - board decision-making;
  - oral and written communications;
  - financial matters;
  - adult education techniques and programs;
  - and other relevant areas as required
3. research and obtain initial training or assistance for all TPC members to have an understanding of inter-cultural attitudes and issues
4. research, obtain and provide ongoing orientation and training for all new TPC members on the operational requirements of the TPC with respect to:
  - legal issues and
  - inter-cultural needs
5. evaluate the skills of TPC members to determine future needs and to revise ongoing training

### TASK 2:

To establish the role of the TPC

### Activities:

1. approve and sign the Trust document establishing the Trust Fund
2. apply the workplan guidelines to revise, approve and assign tasks
3. with professional advice, determine the appropriate role of the TPC (foundation or other structure)
4. determine a one year interim role for the TPC, based on the UFA and the Trust document
5. evaluate and revise the interim role of the TPC in consultation with FNs during the first year
6. through an analysis of information gathered through practice and evaluations and through consultation with FNs during the first year, determine the long-term role of the TPC



WORK PLAN (92/06/12)

TASK 3:

To develop and establish policy and processes for the effective operation of the TPC

Activities:

1. research and develop appropriate policies (in draft) in accordance with the Work Plan Guidelines
2. request and obtain FNs advice on the proposed policies
3. revise as necessary and adopt policies as working documentation
4. design and approve appropriate procedures for the policies
5. develop an appropriate policy and procedures manual for ongoing usage

TASK 4:

To secure funding and resource commitments for trustees' participation on the TPC

Activities:

1. based on the workplan, determine the time and other commitments of each of the trustees for the initial year of operation
2. based on proposed activities, determine the first-year expenditures of actual and in-kind costs for the operation of the TPC
3. develop the first annual budget of the TPC in consultation with the governments represented on the TPC
4. determine assured resources for actual and in-kind costs for the first year of operation
5. determine the need for more resources for first year operations and seek approval for these resources from governments or others
6. using a consultative process, develop a tentative 3-year budget (for years 2-4) for the operation of the TPC, based on the workplan and activities planned and completed in the first year
7. by the middle of the first year of operation, seek and obtain approval for funds from relevant agencies or governments for the budget of the TPC for the following three years

## WORK PLAN (92/06/12)

### TASK 5:

To provide for TPC members and others to carry out their responsibilities to the TPC in their traditional languages

### Activities:

1. design a written policy for TPC responsibilities in carrying out this task which considers the following activities:
2. upon the request of an aboriginal member of the TPC for traditional language services, determine the necessity for, and feasibility of, providing the services to carry out responsibilities in a traditional language for that member or other person making representation to the TPC
3. determine the resources available to provide oral and written translation services to the TPC, and the costs to the TPC if any

### TASK 6:

To effectively communicate the activities and decisions of the TPC (including the annual report)

### Activities:

1. in consultation with FNs and other agencies and governments determine:
  - the legal and other requirements for communications;
  - which activities and decisions require communicating;
  - how these activities and decisions should be communicated;
  - to whom these should be communicated; and
  - when and how often they should be communicated
2. write communications policies and strategies which outline the procedure for regular and unusual communications processes
3. prepare and distribute the annual report as part of the communications requirement
4. provide a budget for the communications strategy
5. review and revise the communications policy as required

**OBJECTIVE 3:**  
**TO ESTABLISH CONSULTATIVE**  
**ARRANGEMENTS BETWEEN GOVERNMENT**  
**AND FIRST NATIONS**

**TASK 1:**

To determine what is meant by  
"consultative arrangements" and  
"one window approach"

**TRAINING POLICY COMMITTEE**  
**WORK PLAN (92/06/12)**

**Activities:**

1. clearly define through brainstorming and consensus of the committee what is meant by "consultative arrangements" and "one window approach" (decision-making vs. information/resource provision)
2. consult, within a limited timeframe, with FNs, governments and agencies to determine if the definitions of the TPC are supported by those involved in, or affected by, consultative arrangements and a one window approach
3. revise definitions according to input if necessary
4. record definitions into the policy manual for reference
5. revise definitions as needed

**TASK 2:**

To determine why consultative  
arrangements and a one-window  
approach are necessary and with  
whom

**Activities:**

1. with reference to the role of the TPC and the workplan, list the governments, agencies and other bodies and individuals that are, or will be, involved in the work of the TPC
2. determine the level of involvement of the TPC with the various bodies and individuals
3. prioritize the various bodies and individuals by importance to the workplan by determining those bodies and individuals which will provide maximum benefit for accomplishing the workplan of the TPC

WORK PLAN (92/06/12)

TASK 3:

To determine how consultative arrangements and a one-window approach will be established

Activities:

1. research and determine the most efficient means of consulting with the prioritized bodies and individuals within the definitions of consultative arrangements and one-window approach agreed upon
2. consider the establishment of interim one-window structures, with appropriate membership, to assist the TPC in accomplishing its immediate tasks (technical and consultative)
3. determine policy for the interim structures including:
  - length of operation;
  - reporting requirements;
  - authorities;
  - membership; and
  - operations
4. evaluate the interim consultative arrangements and one window approach
5. based on the evaluation of the interim structures and the previous research, determine the most appropriate methods for long-term consultation and provision of one-window services

**OBJECTIVE 4:**  
TO DEVELOP GUIDELINES FOR EXPENDITURE  
FROM THE TRUST AND EXPEND FUNDS IN  
ACCORDANCE WITH THE WORKPLAN

**TASK 1:**

To establish policy and procedure  
for expenditure of the Trust Fund

**TRAINING POLICY COMMITTEE**

**WORK PLAN (92/06/12)**

**Activities:**

1. research legal trust restrictions applicable to the Trust Fund
2. research and record previously set guidelines on Trust Fund usage as established by:
  - leadership
  - Elder's Council
  - parties to the Agreement
  - IPWG
  - TPC, etc.
3. consult FNs with respect to previous experiences with access to funding for the purposes of recommending an appropriate funding process for the Trust Fund
4. design access/request format and process
5. field test format and process
6. revise initial format and process
7. in consultation with FNs develop, with respect to fund usage;
  - values statements
  - policy
  - trust fund distribution criteria and
  - procedures for access
8. communicate statements on fund usage to all FNs, governments and public (interpretive guide to explain policy and procedures)

**Activities:**

1. analyze the funds available
2. Catalogue existing funding sources currently being accessed, and potential for access, by FNs and CYI by:
  - researching all federal, territorial, local and private sources
  - documenting access methodology
  - current funding levels
  - and historical funding responses.

**TASK 2:**

To determine the amount of funds  
in the Trust that are available  
for expenditure

## WORK PLAN (92/06/12)

### TASK 3:

To develop procedures for the investment of the Trust Fund

### Activities:

1. determine the legal and other limitations to the investment of the Trust Fund
2. research appropriate investment strategies (FNs values and standards to be maintained)
3. select preferred strategies - list benefits and limitations of each
4. consult with FNs to select the most preferred strategy
5. determine and establish procedures for the investment strategy
6. develop procedures for monitoring and reporting on TTF investments

### TASK 4:

To establish an appropriate accounting and reporting mechanism for the expenditure of the Trust Fund

### Activities:

1. determine the legal and other requirements for reporting on, and accounting of trust expenditures
2. establish policy with respect to accounting procedures
3. establish accounting practices
4. establish policy with respect to reporting expectations
5. establish reporting format
6. determine expected reporting timeframes
7. establish approval/rejection criteria and process for FNs and the parties to the Agreement to respond to the TPC's reporting of expenditures



WORK PLAN (92/06/12)

TASK 5:

To evaluate and respond to requests for fund expenditures according to approved workplan

Activities:

1. establish criteria for selection of requests
2. establish critical dates for the receipt by TPC of applications and proposals
3. establish receipt and confirmation of receipt procedures
4. develop policy and procedures
5. communicate and consult with FNs on the policy and procedures
6. receive proposals and review for completeness with the proposer
7. evaluate and approve or reject requests based on approved policies, procedures and criteria
8. based on the evaluation, develop any recommendations to other training or funding programs
9. determine the appropriate payment (and payment schedule) to be made from the Trust Fund for approved projects
10. communicate with proposer regarding the results of the proposal review
11. if successful, communicate with the proposer regarding the reporting and monitoring requirements
12. evaluate all approved projects on a regular basis
13. evaluate and revise selection and response procedures on a regular basis in consultation with FNs

## TASK 1:

To determine the skills required  
to implement the UFA

## TASK 2:

To determine the current skills  
existing among FNs

## WORK PLAN (92/06/12)

## ACTIVITIES:

1. review the UFA document and identify all possible skill requirements for implementation
2. review UFA implementation plans and identify all possible skill requirements
3. review any FN Agreements and implementation plans and note the skill requirements as identified by the FN
4. identify any gaps or overlaps between 1, 2, and 3 above
5. review findings of analysis with FNs and parties to the Agreement
6. analyze the skill requirements to determine generic and specific skill areas

## ACTIVITIES:

1. review the identified skill areas required for the implementation of the UFA
2. review and analyze current skill assessment data related to FNs that is available:
  - Statistics Canada
  - YTG Statistics Bureau
  - Individual FN assessments
  - various government departments, etc.
3. review existing data collection devices for cultural and Yukon relevancy
4. choose, or design, if necessary, an appropriate skill identification device which includes:
  - skill, interest and aptitude assessment
  - opportunity for employment
  - willingness of individual to commit to available positions or to training
  - assessment of the requirement for wellness and other social preparedness
5. based on the selected device and methodology, determine the most appropriate resource to conduct the assessment (employee, FN researchers, consulting agencies, etc.)
6. conduct the assessment and analyze the data
7. provide an analysis of existing skill levels, interests, aptitudes currently available among FNs and review this analysis with FNs and the parties to the Agreement

## WORK PLAN (92/06/12)

### TASK 3:

To determine the gap between required skills and available skills to identify training needs

### ACTIVITIES:

1. conduct an analysis of the differences between what skills exist and what skills are required for UFA implementation
2. review with FNs the skills analysis and then review individual FN skill development needs
3. categorize the skill shortages and identify skill requirement areas with reference to the UFA
4. individualize the training needs in FN communities and develop a FN HRD plan
5. prioritize training needs with the FN

### TASK 4:

To analyze existing training programs for their ability to meet the required training needs, recommend modifications or alternate training programs

### ACTIVITIES:

1. based on the TPC guiding principles, determine the nature and extent of information required to evaluate existing programs
2. develop a training program evaluation tool
3. solicit and obtain information on existing programs
4. evaluate the ability of the existing training programs to meet the training needs identified for implementation
5. recommend modifications or alternative programs
6. facilitate, as required, the negotiation of modifications to programs for FNs, including:
  - costs
  - timelines
  - delivery mechanism and location
  - curriculum revision
  - instructor qualifications, etc.

## WORK PLAN (92/06/12)

### TASK 5:

To develop a resource inventory of suitable programs

### ACTIVITIES:

1. research and inventory existing suitable programs as to:
  - cost and availability
  - program parameters,
  - teaching or presentation methodology (refelct FN values) etc.
2. cross reference the inventory with the training needs identified to determine the limitations of existing programs
3. determine and prioritize programs required to meet training needs
4. develop a strategy to provide required and suitable programs to meet the training needs
5. communicate with FNs, the parties to the Agreement and the agencies responsible for providing appropriate training programs
6. make further recommendations on programs and modifications required based on FN feedback

### TASK 6:

To prepare the Training Plan

### ACTIVITIES:

1. obtain FNs training plans as source documents
2. analyze FNs training plans to determine generic and specific training plan components
3. assist FNs in the development and revision of their individual training plans for UFA and FNFA implementation
4. consult with FNs to achieve consensus on the UFA implementation training plan requirements
5. prepare UFA training plan and distribute to parties to the Agreement, FNs, IPWG, etc.

## WORK PLAN (92/06/12)

### TASK 7:

To determine the requirements for funding of training plan requirements

### ACTIVITIES:

1. prepare a costing analysis of the training plan by individual program and by delivery mechanism
2. review for cost effectiveness/efficiency measures which may be possible

### TASK 8:

To analyze existing funding programs as to their ability to meet required training costs and recommend modifications or seek other funding

### ACTIVITIES:

1. based on the guiding principles of the TPC, determine information required to evaluate existing funding programs
2. design the data collection and evaluation instruments
3. request and obtain information on existing funding programs
4. evaluate ability of existing funding programs to meet training plan funding requirements
5. recommend modifications to existing funding programs or seek alternate funding
6. facilitate, when necessary, the negotiation of modifications to funding programs which may be required

### TASK 9:

To develop an inventory of suitable funding programs

### ACTIVITIES:

1. research and inventory suitable funding programs including information on:
  - availability of funds
  - access methodology
  - proposal evaluation criteria, etc.
2. analyze and develop a listing of training programs requiring funding for which existing or modified funding programs will not be able to address
3. research alternate funding sources and methodologies (private foundations, experimental projects, etc.)
4. communicate this information to individual FNs and agencies which have the mandate or responsibility to provide funding for the training plan

## WORK PLAN (92/06/12)

### TASK 10:

To compare the inventories of suitable programs to suitable funding sources

### ACTIVITIES:

1. compare the prepared inventory of suitable training programs with the inventory of suitable funding programs
2. provide recommendations as to the "best fit" between the training programs and funding sources in order to maximize the effectiveness and efficiency of the funding available
3. provide this information to FNs

### TASK 11:

To monitor the UFA implementation process to identify any modifications to the training plan that may be required

### ACTIVITIES:

1. monitor all FN UFA implementation training which may or may not have been reviewed by the TPC
2. review, with FNs, the training plans and identify any implementation activities that may not have been identified previous to implementation
3. provide for regular review and, if necessary, any modification to the training plan
4. monitor funding sources for new funding programs or changes to funding programs which may affect implementation training
5. communicate the information on any changes to training needs and funding programs to FN's, funding agencies, deliverers of programs, parties to the Agreement, etc.



**OBJECTIVE 6:**  
TO ESTABLISH TRAINING PROGRAMS IN  
ACCORDANCE WITH THE WORKPLAN AND  
TRAINING PLAN

**TASK 1:**

To determine the responsibility of governments and agencies other than the TPC for establishing training programs for implementation of the UFA

**WORK PLAN(92/06/12)**

**Activities:**

1. based on a comparison of the training plan and the consultative arrangements, analyze the proposed programs and funding to determine which programs or funding can be negotiated as a responsibility or partial responsibility of agencies other than the TPC
2. carry out the necessary negotiations for programs to be established as a responsibility or partial responsibility of agencies other than the TPC
3. in selected programs provided through other agencies ascertain the feasibility of increasing the input and control by FNs
4. research alternative methods of program delivery (institutional structure, distance education, etc.)
5. through ongoing research and comparing the training plan and consultative arrangements, analyze programs through other agencies to determine which need modification to implement the training plan within FN objectives and principles
6. propose and establish modifications to programs prior to establishing new programs through other agencies
7. monitor and evaluate regularly all training programs established through agencies other than the TPC

**Activities:**

1. considering the interim and future roles of the TPC, and the prioritized training plan requirements, determine and prioritize the programs which are required, but are not available through agencies other than the TPC
2. determine the amount of funding available for establishing training programs through the TPC, taking into account:
  - the guidelines for expenditure of funds,
  - the annual budget, and
  - tasks in the workplan
3. determine the feasibility of the TPC to establish training programs
4. establish training programs initially as pilot projects
5. monitor and evaluate regularly all training programs established through the TPC

**TASK 2:**

To determine the responsibility of the TPC for establishing training programs

## WORK PLAN (92/06/12)

### TASK 3:

To seek and provide funding for training programs through the TPC and other agencies

### Activities:

1. catalogue and assess the availability of funding on an ongoing basis and the availability of funding on an irregular short-term basis from the TPC and other agencies for all training programs, based on:
  - the guidelines for expenditures,
  - the data concerning available funding, and
  - the training requirements
2. as part of the annual budget deliberations in the year previous to the budget year, negotiate funding with other agencies through the established consultative arrangements, and determine funding available for programs through the TPC
3. determine and write policy and guidelines for providing funding to programs through other agencies or through the TPC
4. review and revise funding guidelines as needed

## WORK PLAN

## SUMMARY AND TIMELINES

## WORK PLAN TIMELINES OVERVIEW

REVISÉD - (92/06/12)

OBJ.		TIMELINES - FIRST YEAR AND ACTIVITIES											
TASKS		1ST 4 MONTHS			2ND 4 MONTHS			3RD 4 MONTHS			ONGOING ACTIVITIES		
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## WORK PLAN TIMELINES OVERVIEW

OBJ.		TIMELINES - FIRST YEAR AND ACTIVITIES												
TASKS		1ST 4 MONTHS				2ND 4 MONTHS				3RD 4 MONTHS				ONGOING ACTIVITIES
5.	1	-----												↑
	2	-----												
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## TRAINING POLICY COMMITTEE

## WORK PLAN TIMELINES

REVISED - (92/06/12)

OBJECTIVE	TIMELINE - FIRST FOUR (4) MONTHS			
	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH
<b>OBJECTIVE 1:</b> TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN	<b>TASK 1:</b> To determine the objectives to be undertaken by the TPC	<b>TASK 4:</b> To develop actions plans from the objectives, tasks and activities		
	<b>TASK 2:</b> To determine the tasks involved in each of the objectives set for the TPC	<b>TASK 5:</b> To submit the workplan		
	<b>TASK 3:</b> To determine the activities needed to implement each task identified for the objective			
<b>OBJECTIVE 2:</b> TO BE TRUSTEES OF THE TRUST	<b>TASK 2:</b> To establish the role of the TPC	<b>TASK 1:</b> To research and obtain initial and ongoing orientation and training for the TPC		
	<b>TASK 6:</b> To effectively communicate the activities and decisions of the TPC (including the annual report)	<b>TASK 3:</b> To develop and establish policy and processes for the effective operation of the TPC		
		<b>TASK 4:</b> To secure funding and resource commitments for trustees' participation on the TPC		



## WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - FIRST FOUR (4) MONTHS			
	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH
<b>OBJECTIVE 3:</b> TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS	<b>TASK 1:</b> To determine what is meant by "consultative arrangements" and "one window approach"  <b>TASK 2:</b> To determine why consultative arrangements and a one-window approach are necessary and with whom	<b>TASK 3:</b> To determine how consultative arrangements and a one-window approach will be established		
<b>OBJECTIVE 4:</b> TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN		<b>TASK 1:</b> To establish policy and procedure for expenditure of the Trust Fund	<b>TASK 3:</b> To develop procedures for the investment of the Trust Fund  <b>TASK 4:</b> To establish an appropriate accounting and reporting mechanism for the expenditure of the Trust Fund	

WORK PLAN TIMELINES

OBJECTIVE	TIMELINE - FIRST FOUR (4) MONTHS			
	1ST MONTH	2ND MONTH	3RD MONTH	4TH MONTH
<b>OBJECTIVE 5:</b> DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA		<b>TASK 1:</b> To determine the skills required to implement the UFA	<b>TASK 2:</b> To determine the current skills existing among FNs	
<b>OBJECTIVE 6:</b> TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN				

WORK PLAN TIMELINES

OBJECTIVE	TIMELINE - SECOND FOUR (4) MONTHS			
	5TH MONTH	6TH MONTH	7TH MONTH	8TH MONTH
<b>OBJECTIVE 1:</b> TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN				
<b>OBJECTIVE 2:</b> TO BE TRUSTEES OF THE TRUST				

## WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - SECOND FOUR (4) MONTHS			
	5TH MONTH	6TH MONTH	7TH MONTH	8TH MONTH
<b>OBJECTIVE 3:</b> TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS				
<b>OBJECTIVE 4:</b> TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN				

WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - SECOND FOUR (4) MONTHS			
	5TH MONTH	6TH MONTH	7TH MONTH	8TH MONTH
<b>OBJECTIVE 5:</b> DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA	<b>TASK 4:</b> To analyze existing training programs for their ability to meet the required training needs, recommend modifications or alternate training programs			<b>TASK 3:</b> To determine the gap between required skills and available skills to identify training needs
	<b>TASK 5:</b> To develop a resource inventory of suitable programs			
<b>OBJECTIVE 6:</b> TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN				

WORK PLAN TIMELINES

OBJECTIVE	TIMELINE - THIRD FOUR (4) MONTHS			
	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
<b>OBJECTIVE 1:</b> TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN				
<b>OBJECTIVE 2:</b> TO BE TRUSTEES OF THE TRUST				



## WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - THIRD FOUR (4) MONTHS			
	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
<b>OBJECTIVE 3:</b> TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS			<b>TASK 5:</b> To evaluate and respond to requests for fund expenditures according to the approved work plan	
<b>OBJECTIVE 4:</b> TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN				

## WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - THIRD FOUR (4) MONTHS			
	9TH MONTH	10TH MONTH	11TH MONTH	12TH MONTH
<b>OBJECTIVE 5:</b> DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA	<b>TASK 6:</b> To prepare the Training Plan  <b>TASK 7:</b> To determine the requirements for funding of training plan requirements  <b>TASK 8:</b> To analyze existing funding programs as to their ability to meet required training costs and recommend modifications or seek other funding	<b>TASK 9:</b> To develop an inventory of suitable funding programs  <b>TASK 10:</b> To compare the inventories of suitable programs to suitable funding sources		
	<b>TASK 1:</b> To determine the responsibility of governments and agencies other than the TPC for establishing training programs for implementation of the UFA  <b>TASK 2:</b> To determine the responsibility of the TPC for establishing training programs		<b>TASK 3:</b> To seek and provide funding for training programs through the TPC and other agencies	

## WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - ONGOING ACTIVITIES
<p><b>OBJECTIVE 1:</b></p> <p>TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN</p>	<p><b>TASK 6:</b></p> <p>To maintain a current workplan</p>
<p><b>OBJECTIVE 2:</b></p> <p>TO BE TRUSTEES OF THE TRUST</p>	<p><b>TASK 1:</b></p> <p>To research and obtain initial and ongoing orientation and training for the TPC</p> <p><b>TASK 4:</b></p> <p>To secure funding and resource commitments for the trustees' participation on the TPC</p> <p><b>TASK 5:</b></p> <p>To provide for TPC members to carry out their responsibilities to the TPC in their traditional languages</p> <p><b>TASK 6:</b></p> <p>To effectively communicate the activities and decisions of the TPC (including the annual report</p>

## WORK PLAN TIMELINES

REVISED -(92/06/12)

OBJECTIVE	TIMELINE - ONGOING ACTIVITIES
<p><b>OBJECTIVE 3:</b></p> <p>TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS</p>	
<p><b>OBJECTIVE 4:</b></p> <p>TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN</p>	<p><b>TASK 2:</b> To determine the amount of funds in the Trust that are available for expenditure</p> <p><b>TASK 5:</b> To evaluate and respond to requests for fund expenditures according to the approved workplan</p>

# TRAINING POLICY COMMITTEE

## WORK PLAN TIMELINES

REVISED - (92/06/12)

OBJECTIVE	TIMELINE - ONGOING ACTIVITIES
<p><b>OBJECTIVE 5:</b></p> <p>DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA</p>	<p><b>TASK 11:</b></p> <p>To monitor the UFA implementation process to identify any modifications to the training plan that may be required</p>
<p><b>OBJECTIVE 6:</b></p> <p>TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN</p>	<p><b>TASK 3:</b></p> <p>To seek and provide funding for training programs through the TPC and other agencies</p>

**WORK PLAN**

**ACTION PLAN**



**OBJECTIVE 1: TO DEVELOP A  
WORKPLAN TO BE INCLUDED IN THE UFA  
IMPLEMENTATION PLAN**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 1:**

To determine the objectives to be undertaken by the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review the mandate of the TPC as provided for in the UFA, Chapter 28	Working Group	Group review of UFA Ch. 28	1st month	Currently budgeted for through IPWG mandate
2. prioritize individual mandate items chronologically	Working Group	Group brainstorming activity and discussion - consensus	1st month	Currently budgeted for through IPWG mandate
3. identify for each mandated item, an objective for implementation	Working Group	Group brainstorming activity and discussion - consensus	1st month	Currently budgeted for through IPWG mandate
4. identify and review any additional objectives which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to achieve the objective	Working Group initially - in future will be done by TPC / Co-ordinator	Group brainstorming activity and discussion - consensus	1st month	Currently budgeted for through IPWG mandate - in future can be done at each regular meeting of the TPC

# TRAINING POLICY COMMITTEE

## OBJECTIVE 1: TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN

### ACTION PLANS (92/06/19)

#### TASK 2:

To determine the tasks involved in each  
of the objectives set for the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze each objective and identify separate tasks which need to be undertaken to accomplish the objective	Working Group	Group review and brainstorming - consensus	1st month	Currently budgeted for through IPWG mandate
2. prioritize and list the tasks chronologically	Working Group	Group input and assignment to individuals with group review and consensus	1st month	Currently budgeted for through IPWG mandate
3. identify and review any additional tasks which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the task	Working Group - initially but will be done in future by TPC /Coordinator as part of ongoing review of tasks	Group consensus	1st month and ongoing	Currently budgeted for through IPWG mandate - in future can be done at each regular meeting of the TPC

**OBJECTIVE 1: TO DEVELOP A  
WORKPLAN TO BE INCLUDED IN THE UFA  
IMPLEMENTATION PLAN**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 3 :**

To determine the activities needed to implement each task identified for the objective

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze each task and identify required activities which need to be undertaken to accomplish the task	Working Group	Group review, brainstorming and consensus	1st to 2nd month	Currently budgeted for through IPWG mandate
2. prioritize and list the activities chronologically	Working Group	Analyze time requirements and limitations of TPC -research other similar activities -establish timeframes as necessary	2nd month	Currently budgeted for through IPWG mandate
3. identify and review any additional activities which may be assigned or requested of the TPC and determine the mandate and capability of the TPC to undertake the activity	Working Group - initially but will be done in future by TPC /Coordinator as part of ongoing review of tasks	Review with Group initially -present to TPC and adjust as required in future	2nd month and ongoing	Currently budgeted for through IPWG mandate - in future can be done at each regular meeting of the TPC

# TRAINING POLICY COMMITTEE

## OBJECTIVE 1: TO DEVELOP A WORKPLAN TO BE INCLUDED IN THE UFA IMPLEMENTATION PLAN

### ACTION PLANS (92/06/19)

#### TASK 4:

To develop actions plans from the objectives, tasks and activities

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review and chart activities which have already been completed and new activities yet to be completed	Working Group	Working Group brainstorm, assignment to individuals of group - discussion and consensus	2nd month	Currently budgeted for through IPWG mandate
2. determine timeframes, process, assignments, resources and expected outcomes of each task yet to be completed	Working Group	Working Group brainstorm, assignment to individuals of group - discussion and consensus	2nd month	Currently budgeted for through IPWG mandate
3. review all activities to determine the inter-relationships between them	Working Group	Working Group review and assessment	2nd month	Currently budgeted for through IPWG mandate
4. determine immediate activity priorities	Working Group	Working Group review and assessment -consensus	2nd month	Currently budgeted for through IPWG mandate

**OBJECTIVE 1: TO DEVELOP A  
WORKPLAN TO BE INCLUDED IN THE UFA  
IMPLEMENTATION PLAN**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 5:**

To submit the workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review, revise and approve draft workplan	Working Group and TPC/Coordinator	Item by item analysis for flow of items and knowledge of community needs	2nd month	Currently budgeted for through IPWVG mandate
2. submit draft workplan to IPWG for review and recommended revisions	TPC/Coordinator	Submit, meet and explain	2nd month	Currently budgeted for through IPWVG mandate
3. revise workplan	Working Group and/or TPC Coordinator	Review and revise as required based on recommendations from IPWG and TPC	2nd month	Currently budgeted for through IPWVG mandate
4. submit finalized workplan to IPWG	TPC/Coordinator	Submit, meet and explain	2nd month	Currently budgeted for through IPWVG mandate



**OBJECTIVE 1: TO DEVELOP A  
WORKPLAN TO BE INCLUDED IN THE UFA  
IMPLEMENTATION PLAN**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 6:**

To maintain a current workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. monitor the approved final workplan through those persons or bodies responsible for each activity	TPC	Design and evaluation and monitoring tool -design monitoring policy -design and field test procedures -execute as required	2nd to 3rd month and ongoing	consultant to design instruments and process for evaluation and monitoring (Estimate:\$2,000)
2. evaluate the approved workplan at each regular TPC meeting	TPC and staff (Coordinator)	Use the developed tool and policies	2nd to 3rd month and ongoing	staff unless TPC wishes to use independent evaluations - cost will depend on the scope of the evaluation
3. revise and/or update workplan as necessary	TPC and staff (Coordinator)	Respond as required but within established policy . Change workplan only after several "tests" of the process and content	2nd to 3rd month and ongoing	Staff and TPC



**OBJECTIVE 2:  
TO BE TRUSTEES OF THE TRUST**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 1:**

To research and obtain initial and ongoing orientation and training for the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and obtain initial training or assistance for all TPC members to become knowledgeable about the legal responsibilities and requirements of Trustees	TPC to contract with trainer/legal opinion	1 to 2 day workshop	After appointment of members - 1st month	Estimate - \$2,000
2. research, obtain and provide ongoing training for all TPC members in the skills required of a trustees/board member	TPC to utilize staff and contract for training as required	1 to 2 day workshops initially then training may become a part of each TPC agenda	1st month, then ongoing over the 1st year	Estimate - \$3,000 initially, then ongoing \$5,000 per year
3. research and obtain initial training or assistance for all TPC members to have an understanding of inter-cultural attitudes and issues	TPC to contract with trainers in cross-cultural awareness	1 to 2 day workshops initially then training may become a part of each TPC agenda	In the 1st two months, then ongoing over the life of the TPC	Estimate - \$3,000 initially, then ongoing \$5,000 per year
4. research, obtain and provide ongoing orientation and training for all new TPC members on the operational requirements of the TPC with respect to:  - legal issues and - inter-cultural needs	TPC to contract trainers and utilize staff as required	2 to 3 day workshop initially then training may become a part of each TPC agenda	On appointment of new members	Estimate \$2,000 per year
5. evaluate the skills of TPC members to determine future needs and to revise ongoing training	TPC and staff using a predetermined instrument	At the end of each training session and periodically at regular TPC meetings	After each training session	No extra costs expected other than initial design of training evaluation tool (Estimate \$1,000)

## OBJECTIVE 2: TO BE TRUSTEES OF THE TRUST

### ACTION PLANS (92/06/19)

#### TASK 2:

To establish the role of the TPC

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. approve and sign the Trust document establishing the Trust Fund	TPC and legal assistance	Contact all required signatories and establish meeting for signing	Immediately after approval of the parties to the Agreement	No extra expenditures anticipated - IPWG cost
2. apply the workplan guidelines to revise, approve and assign tasks	TPC and staff	Use guiding principles as approved by TPC	1st month	No cost anticipated beyond costs of TPC members to meet and staff costs
3. with professional advice, determine the appropriate role of the TPC (foundation or other structure)	TPC and staff	Seek advice from parties to the Agreement, other agencies with similar mandate, private foundations, legal advice	1st month	Minimal costs other than TPC staff search for advice
4. determine a one year interim role for the TPC, based on the UFA and the Trust document	TPC and staff	Use advice and mandate under the UFA and Trust document	1st to 2nd month	No costs anticipated beyond costs of TPC members to meet
5. evaluate and revise the interim role of the TPC in consultation with FNs during the first year	TPC, FNs, and staff	Consult with FNs, TPC to consider and establish interim role	Over 1st six to twelve months	Costs of consultation
6. through an analysis of information gathered through practice and evaluations and through consultation with FNs during the first year, determine the long-term role of the TPC	TPC and staff	Options for long-term role with benefits and problems of each. TPC to decide on best option at regular meeting	At the end of the 1st year	No costs anticipated beyond costs of TPC members to meet

**OBJECTIVE 2:****TO BE TRUSTEES OF THE TRUST****TASK 3:**

To develop and establish policy and processes for the effective operation of the TPC

**TRAINING POLICY COMMITTEE****ACTION PLANS (92/06/19)**

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and develop appropriate policies (in draft) in accordance with the Work Plan Guidelines	TPC, staff and professional advice	TPC sub-committee(?) in consultation with staff and professional advice	In 1st 3 months	No costs anticipated beyond staff costs unless activity is contracted to consultant
2. request and obtain FNs advice on the proposed policies	TPC, staff and FNs	Consultation with FNs (document draft?)	During 1st three months and ongoing	No costs anticipated except for costs of consultation - staff costs, mailing, telephone, etc.
3. revise as necessary and adopt policies as working documentation	TPC and staff - TPC	TPC meeting with material prepared by staff based on input	First 3 months and thereafter once per year	No costs anticipated beyond staff costs unless activity is contracted to consultant
4. design and approve appropriate procedures for the policies	TPC staff with professional advice	TPC staff to develop and submit for approval to TPC	In first 3 months then once per year	No costs anticipated beyond staff costs unless activity is contracted to consultant
5. develop an appropriate policy and procedures manual for ongoing usage	TPC staff with professional advice	Potential for a separate contract to be let with monitoring and support by TPC staff	In first three months with revision as required	Initial costs of consultant to prepare manual (Estimated - 3 to \$5,000)

## OBJECTIVE 2: TO BE TRUSTEES OF THE TRUST

### TASK 4:

To secure funding and resource commitments for trustees' participation on the TPC

## ACTION PLANS (92/06/19)

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. based on the workplan, determine the time and other commitments of each of the trustees for the initial year of operation	TPC	Analysis of Work Plan by individual TPC members and consensus on required commitments	1st month	No extra costs anticipated other than staff costs and TPC time
2. based on proposed activities, determine the first-year expenditures of actual and in-kind costs for the operation of the TPC	TPC staff and TPC Budget subcommittee? TPC members	Costing of activities to be prepared and presented by TPC staff and discussed and approved at TPC meeting	1st month	No extra costs anticipated other than staff costs and TPC time
3. develop the first annual budget of the TPC in consultation with the governments represented on the TPC	TPC staff, TPC subcommittee? -approval by TPC	TPC staff in consultation with parties to the Agreement	1st month	No extra costs anticipated other than staff costs and TPC time
4. determine assured resources for actual and in-kind costs for the first year of operation	TPC members and TPC staff	Based on budget, confirm with parties to the Agreement their contributions to TPC operation	1st three months	No extra costs anticipated other than staff costs and TPC time
5. determine the need for more resources for first year operations and seek approval for these resources. Revise budget.	TPC and staff	Based on budget, confirm with parties to the Agreement their contributions to TPC operation	1st three months	No extra costs anticipated other than staff costs and TPC time
6. using a consultative process, develop a tentative 3-year budget (for years 2-4) for the operation of the TPC, based on the workplan and activities planned and completed in the first year	TPC, FNs, parties to the Agreement (IPWG)	Based on budget, confirm with parties to the Agreement and FNs, their contributions to TPC operations	2nd half of 1st year	No extra costs anticipated other than staff costs and TPC time
7. by the middle of the first year of operation, seek and obtain approval for funds from relevant agencies or governments for the budget of the TPC for the following three years	TPC, parties to the Agreement	Based on budget, confirm with parties to the Agreement and FNs, their contributions to TPC operations	2nd half of 1st year	No extra costs anticipated other than staff costs and TPC time



## TRAINING POLICY COMMITTEE

### OBJECTIVE 2: TO BE TRUSTEES OF THE TRUST

#### ACTION PLANS (92/06/19)

##### TASK 5:

To provide for TPC members and others to carry out their responsibilities to the TPC in their traditional languages

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. design a written policy for TPC responsibilities in carrying out this task which considers the following activities:	TPC and staff in consultation with professionals (Aboriginal Languages - YTG, Native Language Center, Etc.)	After consultation, staff to prepare policy for TPC approval (TPC policy sub-committee?)	1st 6 months	No costs anticipated other than staff costs for consultation
2. upon the request of an aboriginal member of the TPC for traditional language services, determine the necessity for, and feasibility of, providing the services to carry out responsibilities in a traditional language for that member or other person making representation to the TPC	TPC staff, TPC	Utilize policy developed and refer to TPC for decision	on request for service	Not applicable
3. determine the resources available to provide oral and written translation services to the TPC, and the costs to the TPC if any	TPC and staff in consultation with professionals (Aboriginal Languages - YTG, Native Language Center, Etc.)	TPC staff to prepare options for TPC decision	on request for service	Unable to determine at this time, but will require commitment from the parties to the Agreement for funding

# TRAINING POLICY COMMITTEE

## OBJECTIVE 2: TO BE TRUSTEES OF THE TRUST

### ACTION PLANS (92/06/19)

#### TASK 6:

To effectively communicate the activities and decisions of the TPC (including the annual report)

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. in consultation with FNs and other agencies and governments determine: <ul style="list-style-type: none"> <li>- the legal and other requirements for communications;</li> <li>- which activities and decisions require communicating;</li> <li>- how these activities and decisions should be communicated;</li> <li>- to whom these should be communicated; and</li> <li>- when and how often they should be communicated</li> </ul>	TPC, staff and FNs and parties to the Agreement	Consultative process monitored by TPC staff	1st month	Staff costs and operational costs for consultation
2. write communications policies and strategies which outline the procedure for regular and unusual communications processes	TPC and staff (TPC sub-committee?) professional assistance on FN communications	Staff and sub-committee? prepare document with assistance for TPC approval	1st 2 months	Staff costs and costs for professional advice on communications strategy (Estimate- \$3 to \$4,000)
3. prepare and distribute the annual report as part of the communications requirement	TPC staff and professionals	TPC staff with contracts for preparation of the annual report (writing, printing etc.)	Annual distribution, however there will be a schedule of activities throughout the year for preparation of the report	Staff costs, production, printing and distribution Estimate 8 to \$10,000
4. provide a budget for the communications strategy	TPC staff (TPC sub-committee?)	TPC staff and TPC sub-committee -finance?	1st 2 to 3 months	Staff costs and TPC time
5. review and revise the communications policy as required	TPC staff for TPC	Staff to revise according to TPC direction and recommendations	As required - annual review?	Staff costs and TPC time



**OBJECTIVE 3:**  
TO ESTABLISH CONSULTATIVE  
ARRANGEMENTS BETWEEN  
GOVERNMENT AND FIRST NATIONS

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 1:**

To determine what is meant by "consultative arrangements" and "one window approach"

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. clearly define through brainstorming and consensus of the committee what is meant by "consultative arrangements" and "one window approach" (decision-making vs. information/ resource provision)	TPC	Brainstorm ideas and reach consensus as to the definitions	1st month	TPC time
2. consult, within a limited timeframe, with FNs, governments and agencies to determine if the definitions of the TPC are supported by those involved in, or affected by, consultative arrangements and a one window approach	TPC, FNs, parties to the Agreement, agencies with whom the TPC may have contact	Consultative process through document review and meetings to review definitions	1st two months	Staff and consultative costs (document preparation, mailing, telephone, etc.)
3. revise definitions according to input if necessary	TPC and staff	TPC staff and TPC sub-committee? based on consultation information	1st two months	Staff and TPC time
4. record definitions into the policy manual for reference	TPC staff	TPC staff to write definitions. After TPC approval record in policy manual	1st two months	Staff costs
5. revise definitions as needed	TPC and staff	On periodic review and consultation, staff to prepare revisions for TPC approval	As required	Staff costs and TPC time

## TRAINING POLICY COMMITTEE

### ACTION PLANS (92/06/19)

#### OBJECTIVE 3: TO ESTABLISH CONSULTATIVE ARRANGEMENTS BETWEEN GOVERNMENT AND FIRST NATIONS

##### TASK 2:

To determine why consultative arrangements and a one-window approach are necessary and with whom

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. with reference to the role of the TPC and the workplan, list the governments, agencies and other bodies and individuals that are, or will be, involved in the work of the TPC	TPC and staff	Staff to prepare initial listing of those involved with TPC and submit to TPC for revision	1st month	Staff costs and TPC time
2. determine the level of involvement of the TPC with the various bodies and individuals	TPC and staff	Staff to recommend level of involvement for submission to TPC for revision	1st month	Staff costs and TPC time
3. prioritize the various bodies and individuals by importance to the workplan by determining those bodies and individuals which will provide maximum benefit for accomplishing the workplan of the TPC	TPC and staff	Staff to recommend priority ranking for TPC review and revision	1st month	Staff costs and TPC time

**OBJECTIVE 3:**  
TO ESTABLISH CONSULTATIVE  
ARRANGEMENTS BETWEEN  
GOVERNMENT AND FIRST NATIONS

**TASK 3:**

To determine how consultative arrangements and a one-window approach will be established

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and determine the most efficient means of consulting with the prioritized bodies and individuals within the definitions of consultative arrangements and one-window approach agreed upon	TPC and staff	Consultation with prioritized bodies to determine and agree upon processes for future consultative arrangements Staff will undertake much of the requisite work	1st to 2nd month	Staff costs and TPC time
2. consider the establishment of interim one-window structures, with appropriate membership, to assist the TPC in accomplishing its immediate tasks (technical and consultative)	TPC and staff and professional advice	Staff, with professional advice, will recommend to the TPC, appropriate interim structures	2nd month	Staff costs and professional services (Estimated 2 to \$3,000)
3. determine policy for the interim structures including: - length of operation; - reporting requirements; - authorities; - membership; and - operations	TPC and staff and professional advice	Using policy making guidelines, staff will prepare, with assistance, policy recommendations for TPC approval	2nd month	Staff costs and TPC time
4. evaluate the interim consultative arrangements and one window approach	TPC and staff with evaluation assistance	Recommend an independent evaluation be undertaken with monitoring by the staff	last 2 months of the first year	Staff costs for monitoring. Estimate for evaluation 5 to \$7,000
5. based on the evaluation of the interim structures and the previous research, determine the most appropriate methods for long-term consultation and provision of one-window services	TPC, staff and professional advice	Staff and TPC to review evaluation and, with assistance, design appropriate long-term structures and processes for ongoing consultation/service	by the end of the first year	Staff and TPC time. Estimate for professional services -3 to \$5,000

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

# TRAINING POLICY COMMITTEE

## OBJECTIVE 4: TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN

### ACTION PLANS (92/06/19)

#### TASK 1:

To establish policy and procedure for expenditure of the Trust Fund

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research legal trust restrictions applicable to the Trust Fund	TPC staff, legal assistance	Consultation by staff with legal opinion	2nd month	Staff costs and legal advice (Estimate 500 to \$1,000)
2. research and record previously set guidelines on Trust Fund usage as established by leadership, Elder's Council, parties to the Agreement, IPWG, TPC, etc.	TPC staff	Research past documentation and files, consultation with various bodies to confirm intent	2nd month	Staff costs and consultation costs (mail, telephone, etc.)
3. consult FNs with respect to previous experiences with access to funding for the purposes of recommending an appropriate funding process for the Trust Fund	TPC staff	Survey FNs to gather information then analyze in order to provide direction to Trust Fund access process	2nd to 3rd month	Staff costs and consultation costs (mail, telephone, etc.)
4. design access/request format and process	TPC staff or professional services	Based on information gathered, design and field test the format and process. These activities may be contracted out to professional services with monitoring by staff and TPC	2nd to 3rd month	Staff costs or professional services (Estimated 3 to \$5,000)
5. field test format and process	TPC staff or professional services		"	"
6. revise initial format and process	TPC staff or professional services		"	"
7. in consultation with FNs develop, with respect to fund usage; values statements, policy, trust fund distribution criteria and procedures for access	TPC staff or professional services	Based on the information gathered and the field test, staff will prepare a discussion document for TPC discussion and approval	3rd month	Staff costs and TPC time
8. communicate statements on fund usage to all FNs, governments and public (interpretive guide to explain policy and procedures	TPC staff with professional assistance	TPC staff to obtain professional assistance to prepare communications (see communications strategy)	3rd to 4th month	Staff costs, Communications costs (brochure?) and professional assistance (Estimate 2 to \$3,000)



**OBJECTIVE 4:**  
TO DEVELOP GUIDELINES FOR EXPENDITURE  
FROM THE TRUST AND EXPEND FUNDS IN  
ACCORDANCE WITH THE WORKPLAN

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 2:**

To determine the amount of funds in the Trust that are available for expenditure

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze the funds available	TPC staff, accountant/book keeping service	TPC staff to arrange for, in accordance with TPC fiscal policy, for accounting/financial record management	Arrangements to be made prior to signing of the Trust document, then ongoing	Dependent on the abilities of TPC staff and accounting services costs (Estimate 4 to \$5,000 per year)
2. Catalogue existing funding sources currently being accessed, and potential for access, by FNs and CYI by:  - researching all federal, territorial, local and private sources - documenting access methodology - current funding levels - and historical funding responses.	TPC staff or professional services contract	TPC staff to prepare and monitor separate contract for the research and cataloguing of information	1st 3 to 6 months	Staff monitoring time and contract (Estimated cost of 10 to \$15,000)

# TRAINING POLICY COMMITTEE

## OBJECTIVE 4: TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN

### ACTION PLANS (92/06/19)

#### TASK 3:

To develop procedures for the investment of the Trust Fund

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. determine the legal and other limitations to the investment of the Trust Fund	TPC staff with legal and accounting advice	TPC staff to obtain legal and accounting advice on service contract	3rd month	Staff time and 1 to \$2,000 for advice
2. research appropriate investment strategies (FNs values and standards to be maintained)	contract with investment advisor	TPC and staff to develop criteria for selection of investment advisor	3rd month	Staff time to monitor -Estimated costs for investment advisor -3 to \$5,000
3. select preferred strategies - list benefits and limitations of each	contract with investment advisor	Investment advisor to research and prepare documentation for TPC	3rd to 5th month	see above
4. consult with FNs to select the most preferred strategy	TPC staff	TPC staff to consult with FNs based on information from investment advisor	4th to 5th month	Staff time and consultative costs
5. determine and establish procedures for the investment strategy	TPC staff with advice of legal and accounting services	Based on preferred strategy - staff to work with legal and accounting advisors	5th to 6th month	Staff time and 1 to \$2,000 for advisors time
6. develop procedures for monitoring and reporting on TTF investments	TPC staff with advice of legal and accounting services	Based on preferred strategy - staff to work with legal and accounting advisors	5th to 6th month	See above



**OBJECTIVE 4:**  
TO DEVELOP GUIDELINES FOR EXPENDITURE  
FROM THE TRUST AND EXPEND FUNDS IN  
ACCORDANCE WITH THE WORKPLAN

**TRAINING POLICY COMMITTEE**

**ACTION PLANS** (92/06/19)

**TASK 4:**

To establish an appropriate accounting and reporting mechanism for the expenditure of the Trust Fund

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. determine the legal and other requirements for reporting on, and accounting of trust expenditures	TPC staff with advice from legal and accounting services	TPC staff, in accordance with policy, to obtain legal and accounting advice	2nd to 3rd month	TPC staff and costs of advisors (Estimate 1 to \$2,000)
2. establish policy with respect to accounting procedures	TPC staff, TPC	TPC staff to prepare policy for TPC approval	3rd month	Staff and TPC time
3. establish accounting practices	TPC staff with advice from legal and accounting services	TPC staff to arrange for advice -then develop practices	3rd month	Staff and TPC time
4. establish policy with respect to reporting expectations	TPC staff and TPC	TPC staff to prepare for TPC approval	3rd month	Staff and TPC time
5. establish reporting format	TPC staff and TPC	TPC staff to prepare for TPC approval	3rd month	Staff and TPC time
6. determine expected reporting timeframes	TPC staff and TPC	TPC staff to recommend to TPC based on information above	3rd month	Staff and TPC time
7. establish approval/rejection criteria and process for FNs and the parties to the Agreement to respond to the TPC's reporting of expenditures	TPC, staff, FNs, parties to the Agreement	TPC and staff to consult with FNs and parties to the Agreement as to the approval and rejection criteria	4th to 5th month	Staff and consultative costs (mail, telephone, documents, etc.)

# TRAINING POLICY COMMITTEE

## OBJECTIVE 4: TO DEVELOP GUIDELINES FOR EXPENDITURE FROM THE TRUST AND EXPEND FUNDS IN ACCORDANCE WITH THE WORKPLAN

### ACTION PLANS (92/06/19)

**TASK 5:** (page 1 of 2)  
To evaluate and respond to requests for fund expenditures according to approved workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. establish criteria for selection of requests	TPC staff, TPC	Based on guiding principles and policies, TPC staff to recommend criteria to TPC	Est. 10th month (to be done after the training plan is developed)	This task should be able to be completed in large part by the TPC staff, in consultation with FNs.
2. establish critical dates for the receipt by TPC of applications and proposals	TPC staff, TPC	TPC staff to recommend to TPC for approval	10th month	TPC staff will have considerable administrative and evaluative work to do to provide recommendations to the TPC.
3. establish receipt and confirmation of receipt procedures	TPC staff	TPC staff to evaluate other requirements and recommend to TPC for approval	10th month	It is suggested that the TPC staff undergo some training in the evaluation of proposals prior to the end of the 9th month
4. develop policy and procedures	TPC staff, TPC	TPC staff to develop draft policies and procedures for TPC approval	10th month	Some time will be required of TPC in the initial development and approval of criteria, policy and procedures.
5. communicate and consult with FNs on the policy and procedures	TPC staff	TPC staff to consult with FNs and obtain critical feedback on appropriateness (revise if required)	10th to 11th month	Once established, TPC will time will be required to make decisions on proposals based on staff recommendations
6. receive proposals and review for completeness with the proposer	TPC staff	TPC staff to receive and review proposals in accordance with established criteria and policy/procedures	At any time after the policies and procedures are established	
7. evaluate and approve or reject requests based on approved policies, procedures and criteria	TPC staff, TPC	TPC staff to review initially and recommend to TPC for approval or rejection	Upon receipt of proposals	
8. based on the evaluation, develop any recommendations to other training or funding programs	TPC staff,	TPC staff, based on information gathered from training plan development, to provide recommendations to TPC	Upon receipt of proposals	

**OBJECTIVE 4:**  
TO DEVELOP GUIDELINES FOR EXPENDITURE  
FROM THE TRUST AND EXPEND FUNDS IN  
ACCORDANCE WITH THE WORKPLAN

**TRAINING POLICY COMMITTEE**

**ACTION PLANS** (92/06/19)

**TASK 5:** (page 2 of 2)

To evaluate and respond to requests for fund expenditures according to approved workplan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
9. determine the appropriate payment (and payment schedule) to be made from the Trust Fund for approved projects	TPC staff, TPC	Based on guiding principles and policies, TPC staff to recommend to TPC	Upon receipt and approval of proposals	This task should be able to be completed in large part by the TPC staff, in consultation with FNs.
10. communicate with proposer regarding the results of the proposal review	TPC staff	TPC staff, based on approved policies and procedures, to communicate with proposer	Upon approval of proposal	TPC staff will have considerable administrative and evaluative work to do to provide recommendations to the TPC.
11. if successful, communicate with the proposer regarding the reporting and monitoring requirements	TPC staff	TPC staff, based on approved policies and procedures, to communicate with proposer	Upon approval of proposal	Staff will be required to communicate with proposers and in the monitoring of successful projects
12. evaluate all approved projects on a regular basis	TPC staff	TPC staff, based on approved policies and procedures, to communicate with proposer	Upon start of projects and at regularly scheduled times thereafter	It is suggested that the TPC staff undergo some training in the evaluation of projects prior to the end of the 9th month
13. evaluate and revise selection and response procedures on a regular basis in consultation with FNs	TPC staff, TPC	TPC staff to consult with FNs and obtain critical feedback on appropriateness (recommend revisions to TPC for approval)	Annually	Some time will be required of TPC in the initial development and approval of criteria, policy and procedures. Once established, TPC will time will be required to make decisions on proposals and projects based on staff recommendations

# TRAINING POLICY COMMITTEE

## ACTION PLANS (92/06/19)

### OBJECTIVE 5: DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA

#### TASK 1:

To determine the skills required to implement the UFA

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review the UFA document and identify all possible skill requirements for implementation	TPC staff, professional services or Working Group	TPC staff to work with contracting team or working group to review, analyze and cross-reference skill requirements	2nd to 3rd month	Staff time, Professional services (Estimated 2 to \$2,500)
2. review UFA implementation plans and identify all possible skill requirements	TPC staff, professional services or Working Group	TPC staff to work with contracting team or working group to review, analyze and cross-reference skill requirements	3rd month	Included in above
3. review any FN Agreements and implementation plans and note the skill requirements as identified by the FN	TPC staff, professional services or Working Group	Establish linkage with FN planning, consult with FNs, review for consistencies and indicated priorities	3rd month	Staff, FN personnel, consultants reports (1-3 weeks)
4. identify any gaps or overlaps between 1, 2, and 3 above	TPC staff, professional services or Working Group	Review for differences/similarities. Establish generic linkages	3rd month	Staff time, professional services (Estimated at 3 to \$5,000) dependent on information
5. review findings of analysis with FNs and parties to the Agreement	TPC staff, TPC	TPC staff to conduct reviews through brainstorming and consensus building	3rd month	Staff time (2-3 days)
6. analyze the skill requirements to determine generic and specific skill areas	TPC staff, professional services or Working Group	review and list specific skill areas. Look for linkages and patterns. Establish generic areas	3rd month	Staff time, Professional services (Estimate 2 to \$3,000)



**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS** (92/06/19)

**TASK 2:**

To determine the current skills  
existing among FNs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. review the identified skill areas required for the implementation of the UFA	TPC staff, professional services or Working Group	Review UFA and collate implications	2nd to 3rd month	Staff time and professional services (Estimated \$1500)
2. review and analyze current skill assessment data related to FNs that is available	TPC staff, professional services or Working Group	review material available, focus on Yukon and FN specific	2nd to 3rd month	Staff time and professional services (Estimated \$2,000)
3. review existing data collection devices for cultural and Yukon relevancy	TPC staff, professional services or Working Group	contact data collection services/agencies- request and review models and data collection devices	2nd to 3rd month	Staff time and professional services (Estimated \$1000)
4. choose, or design, if necessary, an appropriate skill identification device	TPC staff, professional services or Working Group	analyze tool for appropriateness- develop new tool - field test	3rd month	Staff time and professional services (Estimated 4 to \$6000)
5. based on the selected device and methodology, determine the most appropriate resource to conduct the assessment (employee, FNs, etc.)	TPC staff	research various methodologies - Choose FN preferred method through consultation - Train and test surveyors	3rd to 4th month	Staff time and professional services (Estimated 2 to \$3000)
6. conduct the assessment and analyze the data	TPC staff, professional services or ??	conduct survey in collaboration with FNs	4th to 8th month	Will depend on number of FNs surveys (4 to \$5,000 per FN and will be dependent on information needed)
7. provide an analysis of existing skill levels, interests, aptitudes currently available among FNs and review this analysis with FNs and the parties to the Agreement	TPC staff, professional services or Working Group, FNs, parties to the Agreement	collect and verify data, analyze, provide data grouping and recommendations. Review with FNs	at 7th or 8th month	Staff time and professional services (Estimated \$2500)

## OBJECTIVE 5: DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA

### ACTION PLANS (92/06/19)

#### TASK 3:

To determine the gap between required skills and available skills to identify training needs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. conduct an analysis of the differences between what skills exist and what skills are required for UFA implementation	TPC staff, professional services	Review available information based on skills assessment and UFA review. Analyze on program basis -by skill level. Identify gaps (analysis)	8th month	Staff time and professional services (Estimated \$2,000)
2. review with FNs the skills analysis and then review individual FN skill development needs	TPC staff (professional services?)	Review gap analysis. Review known info. for changes. Review TPC and FN expectations in light of this process. FN to provide categorization of needs for skills versus accreditation	8th month	Staff time, FN time, Professional services (Estimated \$2,000)
3. categorize the skill shortages and identify skill requirement areas with reference to the UFA	TPC staff, professional services, FNs	Use review documentation and priorities set by FNs. Select standard skills categorization tool. Categorize based on FN guidelines	8th month	Staff time and professional services (Estimated \$2,000)
4. individualize the training needs in FN communities and develop a FN HRD plan	TPC staff, professional services, FNs and FNs staff	Using FN categorization, review and assist in the adjustment of FN training plans to become individualized but consistent with respect to terminology and tools for ease of further analysis	8th month (one month per FN)	Staff time and professional services if not available on staff (Estimate 3 to \$4,000 per FN)
5. prioritize training needs with the FN	TPC staff, professional services, FNs	Consult with FN to explain process/results. Cross reference FN plans. Have FN state priorities	8th month (one week per FN)	Staff time, FN time, Professional services (Estimated \$1,500 per FN)



**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 4:**

To analyze existing training programs for their ability to meet the required training needs, recommend modifications or alternate training programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. based on the TPC guiding principles, determine the nature and extent of information required to evaluate existing programs	TPC staff, Professional services or Working Group	Review principles, design information requirement guidelines	5th month	TPC staff and professional assistance (Estimated \$1,500)
2. develop a training program evaluation tool	TPC staff, Professional services or Working Group	Review existing evaluation tools re: principles and info requirements. Design northern and FN specific tool	5th month	TPC staff and professional assistance (Estimated \$1,500)
3. solicit and obtain information on existing programs	TPC staff, Professional services or Working Group	Determine where information will be obtained from. Design and distribute questionnaire, Consolidate information. Design analysis format.	5th month	Dependent on response (2 weeks to 2 months)
4. evaluate the ability of the existing training programs to meet the training needs identified for implementation	TPC staff, Professional services or Working Group	Design evaluation tool. Evaluate and record findings	5th to 6th month	TPC staff and professional assistance (Estimated \$1,500)
5. recommend modifications or alternative programs	TPC staff, Professional services or Working Group in consultation with program and service providers	Indicate programs shortfalls to agencies. Design method of approach. Record and recommend to TPC and FNs	5th to 6th month	Staff time - Estimate one month
6. facilitate, as required, the negotiation of modifications to programs for FNs, including costs, timelines, delivery mechanism, curriculum revision, instructor qualifications, etc.	TPC staff, Professional services or Working Group	Present program requirements, review of existing programs and needs of FNs. Negotiate change, timing, facilitation and costing	6th month	Dependent on number of programs requiring changes, the extent of the required changes and the willingness and ability of the program or service provider to make modifications

**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**ACTION PLANS** (92/06/19)

**TASK 5:**

To develop a resource inventory  
of suitable programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and inventory existing suitable programs as to: <ul style="list-style-type: none"> <li>- cost</li> <li>- availability</li> <li>- program parameters, etc.</li> </ul>	TPC staff, professional services	Cross reference between what is available and what is and /or could be suitable. Pay particular attention to personnel instructing or managing programs	5th month	Staff and professional services (Estimated 2 to \$3,000)
2. cross reference the inventory with the training needs identified to determine the limitations of existing programs	TPC staff, professional services	Cross reference suitable programs with identified skill areas - noting any gaps in availability (and why)	5th month	2 to 3 days per FN (Estimate \$1,000 per FN)
3. determine and prioritize programs required to meet training needs	TPC staff, professional services, TPC	Based on FN priorities record programs for access by need and availability	5th month	Staff and professional services (Estimated \$500)
4. develop a strategy to provide required and suitable programs to meet the training needs	TPC staff, professional services	Record and analyze programs which cannot be addressed by current institutions. Research alternatives. Develop plan to acquire suitable programs	5th to 6th month	Staff time and professional service for design and analysis (2 to 6 month dependent on the extent of the model requirements)
5. communicate with FNs, the parties to the Agreement and the agencies responsible for providing appropriate training programs	TPC staff, TPC, FNs	Communicate findings. Present alternatives. Receive direction on preferred approach. Reach consensus	6th month	Staff time (Time will depend on the amount of feedback required)
6. make further recommendations on programs and modifications required based on FN feedback	TPC staff, professional services	Define additional changes required to meet FN needs. Design change and negotiation approach. Design alternative system for provision of service if required	6th to 7th month and ongoing review	Dependent on the extent of modifications required

**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 6:**

To prepare the Training Plan

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. obtain FNs training plans as source documents	TPC staff, TPC, FNs, FN staff	Receive permission from FN to review FN training plans. Review for similarities and differences in training needs	9th to 10th month	Staff time
2. analyze FNs training plans to determine generic and specific training plan components	TPC staff, TPC, FNs, FN staff, professional services	Analyze information and formulate specific lists. Consult with FNs to determine generic components	9th to 10th month	Staff time and professional assistance (Estimated - 3 to \$4,000)
3. assist FNs in the development and revision of their individual training plans for UFA and FNFA implementation	TPC staff, TPC, FNs, FN staff, professional services	Review with FNs the skills inventory, course/program research and compare to the prepared plans. Revise, if permitted, with FN. Priorize training needs based on FN timetable and consensus	2 to 4 months per FN. Dependent on existing training plans	Staff time and/or professional assistance (costs will vary depending on existing training plans)
4. consult with FNs to achieve consensus on the UFA implementation training plan requirements	TPC staff, TPC, FNs	Group FN plans and priorities. Present similarities and differences to FNs. Achieve consensus on training priorities	9th to 10th month	1 to 2 day meeting of FN, Staff and TPC (Costs as per CYI guidelines for travel)
5. prepare UFA training plan and distribute to parties to the Agreement, FNs, IPWG, etc.	TPC staff, TPC, FNs, FN staff, professional services	document results of consultative process. Determine budget requirements. Document preferred presentation, facilitation methodology	9th to 10th month	Staff and professional services (Estimated - 3 to \$4,000)

## TRAINING POLICY COMMITTEE

**OBJECTIVE 5:**  
 DEVELOP A TRAINING PLAN FOR THE  
 IMPLEMENTATION OF THE UFA

## ACTION PLANS (92/06/19)

**TASK 7:**

To determine the requirements for  
 funding of training plan requirements

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. prepare a costing analysis of the training plan by individual program and by delivery mechanism	TPC staff, TPC (possibly professional services)	Review and analyze training programs and estimate costing in consultation with agencies and service providers. Cross reference for existing programs. Note costs for various delivery methods	9th to 10th month	Staff time and professional services (Estimated - 3 to \$4,000)
2. review for cost effectiveness/efficiency measures which may be possible	TPC staff, TPC, FNs	Create cost analysis and evaluation format. Apply the format to develop an effectiveness guidelines. Analyze data and brainstorm any delivery alternatives to increase efficiencies and effectiveness	9th to 10th month	Staff time and professional services (Estimated - 3 to \$4,000)



**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 8:**

To analyze existing funding programs as to their ability to meet required training costs and recommend modifications or seek other funding

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. based on the guiding principles of the TPC, determine information required to evaluate existing funding programs	TPC staff, TPC, FNs	Review guiding principles, training plans with respect to funding required/access requirements/ timing / accreditation etc.	9th month	Staff, FNs time
2. design the data collection and evaluation instruments	TPC staff and professional services	Review data collection models. Select or modify model(and field test) as required by unique needs of the training plan	9th month	Staff time and professional service (Estimate 2 to \$3,000)
3. request and obtain information on existing funding programs	TPC staff, funding agencies	Request information from funders on specific programs. Follow-up as required	9th to 10th month	Dependent on response (1 to 2 months)
4. evaluate ability of existing funding programs to meet training plan funding requirements	TPC staff and professional services	Review data as collected. Summarize findings. Review with FNs as to their past experiences. Note access needs	9th to 10th month	Staff time and professional service (Estimate 2 to \$3,000)
5. recommend modifications to existing funding programs or seek alternate funding	TPC staff, TPC	Recommend modifications based on findings and FN advice (personal and functional)	10th month	Staff time (will be dependent on response 3 to 4 weeks) FNs time for consultations
6. facilitate, when necessary, the negotiation of modifications to funding programs which may be required	TPC, Staff and FNs, funding agencies	Meet as required to present findings, recommend modifications and negotiate change	10th month	Staff and TPC, FN time (will depend on agencies and program under discussion)

# TRAINING POLICY COMMITTEE

## OBJECTIVE 5: DEVELOP A TRAINING PLAN FOR THE IMPLEMENTATION OF THE UFA

### ACTION PLANS (92/06/19)

#### TASK 9:

To develop an inventory of suitable funding programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. research and inventory suitable funding programs including information on: <ul style="list-style-type: none"> <li>- availability of funds</li> <li>- access methodology</li> <li>- proposal evaluation criteria, etc.</li> </ul>	TPC staff, FN input and professional service	Research available funding sources. Review training needs against established proposal criteria. Develop an inventory for use by FNs	10th to 11th month	Staff, FNs time and professional services (Estimated - \$2,000)
2. analyze and develop a listing of training programs requiring funding for which existing or modified funding programs will not be able to address	TPC staff and FNs	FNs and TPC staff to review existing training plans and link wherever possible to those criteria from funding sources	10th to 11th month	Staff, FNs time and professional services (Estimated - \$4,000)
3. research alternate funding sources and methodologies (private foundations, experimental projects, etc.)	TPC staff, FN input and professional service	obtain various funding source listings and contact for suitability. Develop an alternate funding source list	10th to 11th month	Staff, FNs time and professional services (Estimated - \$4,000)
4. communicate this information to individual FNs and agencies which have the mandate or responsibility to provide funding for the training plan	TPC staff, FNs, TPC and agencies responsible	Document and release as required	as required	As required to provide document and update



**OBJECTIVE 5:**  
DEVELOP A TRAINING PLAN FOR THE  
IMPLEMENTATION OF THE UFA

**TRAINING POLICY COMMITTEE**

**ACTION PLANS** (92/06/19)

**TASK 10:**

To compare the inventories of suitable programs to suitable funding sources

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. compare the prepared inventory of suitable training programs with the inventory of suitable funding programs	TPC staff and FNs	Review the prepared inventories. Compare the inventories for obvious and less obvious "fits"	11th month	Staff time and FNs (dependent on FN participation)
2. provide recommendations as to the "best fit" between the training programs and funding sources in order to maximize the effectiveness and efficiency of the funding available	TPC staff and FNs	Obtain best information for possible connections between funds and programs in training plans. Develop report and recommendations	11th month	Staff time for report and recommendations development
3. provide this information to FNs	TPC staff, FNs	Provide report to FNs	11th month and as requested	Staff time (minimal)

**OBJECTIVE 5:**  
**DEVELOP A TRAINING PLAN FOR THE**  
**IMPLEMENTATION OF THE UFA**

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 11:**

To monitor the UFA implementation process to identify any modifications to the training plan that may be required

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. monitor all FN UFA implementation training which may or may not have been reviewed by the TPC	TPC staff, FNs and occasional review by professional services	Communicate regularly with FNs as to training that is being undertaken or planned. Develop format and process for information gathering. Receive FNs approval for data gathering	Ongoing from day one	Staff time and professional services (evaluator, or skills on staff?)
2. review, with FNs, the training plans and identify any implementation activities that may not have been identified previous to implementation	TPC staff, FNs	Periodic reviews and joint TPC FN meeting to share information. Rely on FNs to identify emerging needs	Ongoing from day one	Staff and FN time for information sharing (Dependent on format for exchange of information)
3. provide for regular review and, if necessary, any modification to the training plan	TPC, TPC staff and FNs	Develop and implement a review policy and process with FNs	Ongoing from day one	Staff and TPC time, FNs
4. monitor funding sources for new funding programs or changes to funding programs which may affect implementation training	TPC staff and FNs	Provide monitoring service on funding and programs for FNs (eg. Subsidies manual, Treasury Board reports, mailing lists, contacts, memberships, Etc.	Ongoing from day one	Staff time - ongoing activity (minimal)
5. communicate the information on any changes to training needs and funding programs to FN's, funding agencies, deliverers of programs, parties to the Agreement, etc.	TPC staff, FNs, etc.	Use communications process as required for information provision to and from FNs	Ongoing from day one as required	Staff, TPC and FN time

**OBJECTIVE 6:****TO ESTABLISH TRAINING PROGRAMS IN  
ACCORDANCE WITH THE WORKPLAN  
AND TRAINING PLAN****TRAINING POLICY COMMITTEE****ACTION PLANS (92/06/19)****TASK 1:**

To determine the responsibility of governments and agencies other than the TPC for establishing training programs for implementation of the UFA

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. analyze the proposed programs and funding to determine which programs or funding can be negotiated as a responsibility or partial responsibility of agencies other than the TPC	TPC staff, TPC	TPC staff to provide analysis to TPC based on training plan, available funding and delivery agency mandates	Approximately the 9th month (to be done after training plan developed and approved)	Staff time
2. carry out the necessary negotiations for programs to be established as a responsibility or partial responsibility of agencies other than the TPC	TPC, parties to the Agreement	TPC to establish meeting with parties to the Agreement based on analysis	9th to 10th month	Staff and TPC time
3. in selected programs provided through other agencies ascertain the feasibility of increasing the input and control by FNs	TPC, parties to the Agreement	TPC to determine in negotiations with parties to the Agreement	10th to 11th month	Staff and TPC time
4. research alternative methods of program delivery	TPC staff, professional services	TPC staff to obtain services to undertake research study	9th to 10th month	Staff time and professional service (Estimate - 3 to \$4,000)
5. analyze programs through other agencies to determine which need modification to implement the training plan within FN objectives and principles	TPC staff, professional services	TPC staff to obtain services to analyze and recommend modifications	end of 1st 12 months	Staff time and professional service (Estimate - 3 to \$4,000)
6. propose and establish modifications to programs prior to establishing new programs through other agencies	TPC staff, TPC, Agencies	TPC staff to provide recommendations to TPC. Negotiate with agencies for modifications	end of 1st 12 months	Staff and TPC time
7. monitor and evaluate regularly all training programs established through agencies other than the TPC	TPC staff, TPC	TPC staff to monitor and evaluate programs and provide recommendations to TPC for decisions	ongoing after 1st year	Staff and TPC time (Recommend training for TPC staff on evaluation and monitoring take place prior to completion of the Training Plan)

# OBJECTIVE 6:

## TO ESTABLISH TRAINING PROGRAMS IN ACCORDANCE WITH THE WORKPLAN AND TRAINING PLAN

## TRAINING POLICY COMMITTEE

### ACTION PLANS (92/06/19)

#### TASK 2:

To determine the responsibility of the TPC for establishing training programs

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. considering the interim and future roles of the TPC, and the prioritized training plan requirements, determine and prioritize the programs which are required, but are not available through agencies other than the TPC	TPC staff	TPC staff, based on an analysis of the training plan to provide recommendations and information to TPC for decisions	Approximately the 9th month (to be done after the preparation of the approved Training Plan	Staff time
2. determine the amount of funding available for establishing training programs through the TPC, taking into account: <ul style="list-style-type: none"> <li>- the guidelines for expenditure of funds,</li> <li>- the annual budget, and</li> <li>- tasks in the workplan</li> </ul>	TPC staff, TPC	TPC staff to provide analysis and recommendations to TPC	9th to 10th month	Staff and TPC time
3. determine the feasibility of the TPC to establish training programs	TPC staff, TPC	TPC staff to provide recommendations to TPC for decisions	near the end of the 1st 12 months	Staff and TPC time
4. establish training programs initially as pilot projects	TPC staff, TPC, FNs	TPC staff to work with FNs in the development and establishment of pilot projects	After 1st year	Dependent on project and funds available - Trust funds to be used if required
5. monitor and evaluate regularly all training programs established through the TPC	TPC staff, TPC	TPC staff with FNs to provide monitoring and evaluation information to TPC	Ongoing after the 1st year	Staff time - Training for monitoring and evaluation for staff and FNs to be provided



**OBJECTIVE 6:**  
TO ESTABLISH TRAINING PROGRAMS IN  
ACCORDANCE WITH THE WORKPLAN  
AND TRAINING PLAN

**TRAINING POLICY COMMITTEE**

**ACTION PLANS (92/06/19)**

**TASK 3:**

To seek and provide funding for training programs through the TPC and other agencies

ACTIVITY (WHAT?)	ASSIGNMENT (WHO?)	PROCESS (HOW? & WHERE?)	TIMING (WHEN?)	RESOURCES NEEDED (HOW MUCH?)
1. catalogue and assess the availability of funding on an ongoing basis and the availability of funding on an irregular short-term basis from the TPC and other agencies for all training programs, based on: <ul style="list-style-type: none"> <li>- the guidelines for expenditures,</li> <li>- the data concerning available funding, and</li> <li>- the training requirements</li> </ul>	TPC staff, professional services	TPC staff to arrange for contract for professional services to catalogue and assess based on principles and policies of TPC and the requirements of the Training Plan	Approximately the 11th or 12th month (must be done after the approval of the Training Plan)	Staff time and professional services (Estimate 3 to \$5,000)
2. as part of the annual budget deliberations in the year previous to the budget year, negotiate funding with other agencies through the established consultative arrangements, and determine funding available for programs through the TPC	TPC staff, TPC, agencies, parties to the Agreement	TPC to prepare for TPC to negotiate with other agencies and parties to the Agreement	After the 1st year	Staff and TPC time for negotiations
3. determine and write policy and guidelines for providing funding to programs through other agencies or through the TPC	TPC staff, TPC	TPC staff to prepare draft policies for TPC revision and adoption	After the 1st year	Staff and TPC time
4. review and revise funding guidelines as needed	TPC staff, TPC, FNs	TPC staff, in consultation with FNs and based on information gathered from negotiations, to provide recommendations to TPC	Ongoing after the 1st year	Staff time and training required in monitoring and evaluation (include FNs)





# UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

## ANNEX F

### Part 1

#### YUKON RIVER DRAINAGE BASIN SALMON HARVEST STUDY

##### **Purpose**

The purpose of the Yukon River Drainage Basin Salmon Harvest Study is set out in UFA chapter 16, Schedule A, 3.2.

##### **Terms of Reference**

As soon as practicable after the effective date of Settlement Legislation, the Council for Yukon Indians and the Minister of Fisheries and Oceans each shall designate a representative(s) to negotiate the terms of reference for the Harvest Study. The terms of reference shall include the matters set out in UFA chapter 16, Schedule A, 3.2.

The Council for Yukon Indians and the Minister shall negotiate the terms of reference within the time identified in UFA chapter 16, Schedule A, 3.5.

##### **Appointment of a Contractor**

The Council for Yukon Indians and the Minister will jointly appoint a contractor pursuant to UFA chapter 16, Schedule A, 3.7. Failing agreement, either party may refer the matter of the appointment to arbitration under UFA 26.7.

##### **Conduct of Harvest Study**

The contractor appointed pursuant to UFA chapter 16, Schedule A, 3.7 and 3.8 shall carry out the study in accordance with the terms of reference.

##### **Budget**

Canada will make available a sum of up to \$1,500,000 dollars (1992 \$) to complete the Harvest Study. The budget for the study will be based on the terms of reference and with consideration to UFA chapter 16, Schedule A, 3.4. The budget may include expenses for technical and professional personnel, equipment and supplies, and administration.

## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Determination of Basic Needs Allocations After Completion of Study**

After the completion of the Harvest Study, Basic Needs Allocations shall be set for each affected Yukon First Nation at the level calculated pursuant to UFA chapter 16, Schedule A, 3.9.1 or by negotiation pursuant to UFA chapter 16, Schedule A, 3.9.2. through 3.9.4.

### **Determination of Basic Needs Allocations Prior to Completion of Study**

Prior to the completion of the second year of the Harvest Study and upon request by a Yukon First Nation, the Minister and the Yukon First Nation may negotiate a Basic Needs Allocation in accordance with UFA 16.10.3. Thereafter the Harvest Study shall no longer include that Yukon First Nation.

**ANNEX F**

**Part 2**

**YUKON FIRST NATION FINANCIAL INSTITUTION VIABILITY STUDY**

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**Terms of Reference  
for  
Examination of Viability  
and  
Determination of Supportive Measures**

**Requirement**

UFA 22.8.1 requires the Parties to examine the viability of a Yukon First Nation controlled trust company within two years of the enactment of Settlement Legislation.

UFA 22.8.2 requires Canada and Yukon to take such measures as may be necessary and are reasonable to enable Yukon First Nations to establish such an institution, if the concept appears viable.

**Scope**

The concept to be examined should be "a Yukon First Nation controlled financial institution", as reflected in the title given by the Parties to UFA 22.8.0. The examination thus would refer to a trust company, as well as any other form of financial institution which may be appropriate.

As soon as practicable after the effective date of Settlement Legislation, CYI, Yukon and Canada shall each designate a representative to determine procedures and methodology. The representatives of Canada and Yukon shall be senior representatives with relevant experience.

The matters described in UFA 22.8.0 should be approached in the spirit of enabling Yukon First Nations to proceed with a financial institution in a manner which provides a reasonable prospect of success. Responsibility for assessing the viability of the enterprise should reflect the balance of risk that would be taken in the initiative.

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

### Design

The Parties' representatives shall consider a study design as follows:

#### Phase 1:

- (a) consideration of the results of existing studies, including:
  - "Yukon Trust Company", a study submitted to the Yukon Development Corporation by Peat Marwick in September 1990; and
  - "National Native Economic Institutions", a study prepared for the DIA Native Economic Development Advisory Board by Wm. Barrett & Associates in 1984;
- (b) consideration of existing models for First Nation financial institutions, including the Peace Hills Trust Company and current initiatives in the Northwest Territories, Ontario and British Columbia;
- (c) consideration of the experience and market conditions of the financial services industry, with particular reference to the experience of regional institutions in Yukon and western Canada;
- (d) identification of Yukon First Nation objectives and requirement for a YFN-controlled financial institution and selection of the preferred form of institution; and
- (e) presentation to Government and Yukon First Nations of the results of Phase 1.

#### Phase 2:

- (a) the detailed design of the preferred form of financial institution, including:
  - the corporate organization required;
  - the scope of business, including the financial services to be provided;
  - marketing requirements;
  - joint venture alternatives;
  - identification of the financial, regulatory and policy conditions and supportive measures required for successful operation;

## **UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN**

- (b) recommendation and discussion with First Nations with respect to adoption of the detailed design; and
- (c) presentation to Government of the results of Phase 2.

### **Phase 3:**

- (a) identification and negotiation among the Parties, as appropriate, of such measures as may be necessary and as are reasonable and which Government shall take pursuant to UFA 22.8.2; and
- (b) pre-incorporation activities to establish the institution, including corporate organization and training, the conclusion of any joint venture arrangements which may be appropriate, and the development of marketing activities.

### **Conduct**

The representatives of Canada and Yukon shall work co-operatively with CYI by providing relevant information and technical support as may be required, and by providing input with respect to the viability of the institution and the supportive measures which Government may take.

The work should proceed so as to enable Phase 3 to be undertaken in the second year after the effective date of Settlement Legislation.

### **Funding**

The financial requirements of this Annex shall be addressed by the Parties from existing resources and financial assistance programs and such other sources as to which the Parties may agree.

It is expected that support for pre-incorporation activities may be provided through such Government programs as may be available, with such modification or supplement as may be required to give effect to UFA 22.8.2.



ANNEX G

ARRANGEMENTS TO IDENTIFY THE IMPACT OF SETTLEMENT

AGREEMENTS ON GOVERNMENT REGULATORY REGIMES (UFA 28.3.3.4)

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"Government Regulatory Regime" means any system or structure which is established by Government to control, direct, regulate, restrict or prohibit activity and includes any rules regulations, orders or bylaws made by Government under the authority of any Act of the Yukon Legislative Assembly or Parliament, and any Government regulatory tribunals.

As soon as practicable, the Governments of Canada and the Yukon ("Governments") shall review Government Regulatory Regimes ("Regimes") that may be inconsistent with the provisions of Settlement Agreements. The Governments shall identify the Regimes and propose changes to make them consistent with the Umbrella Final Agreement.

The Governments shall provide Yukon First Nations with an outline of the Regimes that are affected by Settlement Agreements and shall provide details with respect to the proposed changes. Yukon First Nations may provide comments to the Governments with respect to the proposed changes and with any additional comments with respect to Regimes that may not have been identified by the Governments. The nature of the consultation with the Yukon First Nations will vary depending on the extent and complexity of the amendments required. The Parties may agree to establish specific arrangements to ensure an effective process of consultation.

The Governments shall consider the comments received from the Yukon First Nations, and shall complete the process of making changes to the identified Regimes within a reasonable period of time, which may vary depending on the nature and extent of the modifications required. The Governments shall notify Yukon First Nations of changes to the Regimes once they have been made.

With respect to ensuring that the paramountcy of the Umbrella Final Agreement is respected, the Governments shall endeavour to ensure that their personnel are aware of any inconsistencies between the Umbrella Final Agreement provisions and existing Regimes.



# UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

## ANNEX H

### RESOURCES AND MEANS FOR SALMON ENHANCEMENT IN YUKON

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Pursuant to UFA 28.3.3.6, the Salmon Sub-Committee may make recommendations to the Minister of Fisheries and Oceans and to Yukon First Nations on resources and means for Salmon enhancement in the Yukon.

In determining its recommendations, it is recommended that the Sub-Committee:

- (a) invite and give full consideration to the recommendations of Renewable Resources Councils;
- (b) identify needs, opportunities and priorities for enhancement measures, including measures for habitat restoration, to be undertaken;
- (c) consider existing enhancement measures and programs in Yukon, as well as measures and programs proposed or being undertaken elsewhere in the Pacific Region;
- (d) consider the social, economic and environmental costs and benefits of particular enhancement measures;
- (e) address the need to monitor and assess the viability of the measures it may wish to recommend;
- (f) consider and address the acceptability to affected Renewable Resources Councils and Yukon First Nations of the measures it may wish to recommend;
- (g) consider and address the need to ensure that the benefits of Salmon enhancement are protected, including appropriate enforcement activities;

## UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

- (h) consider the technical support which may be provided by the Department of Fisheries and Oceans at the community level for the identification, planning and implementation of enhancement measures;
- (i) consider both traditional and scientific knowledge and techniques of enhancement;
- (j) consider the training and economic opportunities which may arise from the undertaking of enhancement measures;
- (k) consider and address sources and means of financial support for the measures it may wish to recommend;
- (l) review and consider such information as may be available concerning stock assessments and habitat conditions, and the need for co-ordination of enhancement undertakings with Salmon management plans and initiatives; and
- (m) recommend to Renewable Resources Councils and Yukon First Nations measures suitable for implementation at the community or regional level.

It is acknowledged that the Department of Fisheries and Oceans' resources and means for Salmon enhancement in the Yukon will be constrained within the budgets which exist from time to time. It is expected that the Sub-Committee, Renewable Resources Councils, Yukon First Nations and the Department of Fisheries and Oceans will work co-operatively to identify and secure increased levels of financial support for Salmon enhancement. It also is recognized that the need, interest and financial support for Salmon enhancement measures in Yukon may increase with the favourable conclusion of a Yukon River agreement in the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.

SCHEDULE I

FINANCIAL PAYMENTS

(PARTS 1-6)



UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

SCHEDULE 1

PART I (1992\$) GOVERNMENT OF CANADA FUNDING TO INSTITUTIONS

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Surface Rights Board	124,944	124,944	124,944	124,944	124,944	124,944	124,944	124,944	124,944	124,944
Yukon Land Use Planning Council	447,519	447,519	447,519	447,519	447,519	447,519	447,519	447,519	447,519	447,519
Dispute Resolution Board	100,604	100,604	100,604	100,604	100,604	100,604	100,604	100,604	100,604	100,604
Salmon Sub Committee	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354	159,354

PART 2 (1992\$) GOVERNMENT OF CANADA FUNDING FOR PROJECTS

The Government of Canada agrees to provide up to \$7,428,000 for Regional Land Use Planning.  
The Government of Canada agrees to provide up to \$1,500,000 for the Yukon River Drainage Basin Salmon Harvest Study.





## SCHEDULE 1

## SCHEDULE 1

[illegible][illegible]

PART 4 (1992\$) GOVERNMENT OF CANADA FUNDING TO CYI

[illegible]



## SCHEDULE 1

### Part 5 - Fiscal Year Adjustment Factor

#### A. Adjustment to Fiscal Year

Annual amounts shall be normalized to the appropriate fiscal year as follows:

The first fiscal year amount is determined by multiplying the annual amount for Year 1 by "P". In subsequent years the fiscal payment is determined by multiplying the annual amount for the appropriate year by "P" and adding to this the product obtained by multiplying the previous year's annual amount by (1-P).

where

P = The number of days remaining in the fiscal year on the date Settlement Legislation comes into force divided by 365 days.

<u>Year</u>	<u>Fiscal year amount</u>
1	Year 1 amount x P = _____
2	Year 2 amount x P + Year 1 amount x (1-P) = _____
3	Year 3 amount x P + Year 2 amount x (1-P) = _____
4	Year 4 amount x P + Year 3 amount x (1-P) = _____
5	Year 5 amount x P + Year 4 amount x (1-P) = _____
6	Year 6 amount x P + Year 5 amount x (1-P) = _____
7	Year 7 amount x P + Year 6 amount x (1-P) = _____
8	Year 8 amount x P + Year 7 amount x (1-P) = _____
9	Year 9 amount x P + Year 8 amount x (1-P) = _____
10	Year 10 amount x P + Year 9 amount x (1-P) = _____

## SCHEDULE 1

### PART 6 - Annual Adjustment

1.0 The Annual Adjustment (Annual Price Escalator) for a fiscal year is equal to the sum of 1.0 plus the Three-Year Moving Average Rate of Change of Price as measured by the Federal Domestic Demand Implicit Price Index (FDDIPI) for that fiscal year.

#### 2.0 Three Year Moving-Average Rate of Change of Price

The Three Year Moving-Average Rate of Change of Price for a fiscal year is equal to

(i) the sum of the annual rates of change of price for each of the three immediately preceding calendar year divided by

(ii) 3.0

where the most recent of the three immediately preceding calendar year is the calendar year ending December 31 in the immediately preceding fiscal year.

#### 3.0 Annual Rate of Change of Price

The Annual Rate of Change of price for a calendar year is equal to

(i) Latest Official Estimate of the Price Index in that calendar year less the Latest Official Estimate of the Price Index in the immediately preceding calendar year, divided by

(ii) Latest Official Estimate of the Price Index in the immediately preceding fiscal year.

4.0 Latest Official Estimates of the Price Indexes shall be measured on December 31 in the year preceding the effective date of the Plan.

UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

SCHEDULE 2

FINANCIAL PAYMENTS

(PARTS 1-3)





## SCHEDULE 2

## SCHEDULE 2

UFA 20.6.6\*

UFA 20.6.6\*

## UFA 20.6.6\*

UFA 20.6.6\*



# UMBRELLA FINAL AGREEMENT IMPLEMENTATION PLAN

## SCHEDULE 2

PART 3 (1992\$) GOVERNMENT OF CANADA FUNDING TO CYI

[illegible]





